

8-21-2015

Nettleton v. Canyon Outdoor Media, LLC Clerk's Record Dckt. 44416

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IN THE SUPREME COURT OF THE STATE OF IDAHO

ALLEN G. NETTLETON,

Plaintiff-Respondent,

vs.

CANYON OUTDOOR MEDIA, LLC, an
Idaho limited liability company,

Defendant-Appellant.

Supreme Court Case No. 44416

CLERK'S RECORD ON APPEAL

Appeal from the District Court of the Fourth Judicial District, in and for the County of Ada.

HONORABLE SAMUEL A. HOAGLAND

LOUIS V. SPIKER

ATTORNEY FOR APPELLANT

BOISE, IDAHO

JAMES M. RUNSVOLD

ATTORNEY FOR RESPONDENT

CALDWELL, IDAHO

ADA COUNTY DISTRICT COURT
CASE SUMMARY
CASE No. CV-OC-2015-14630

Allen G Nettleton
vs.
Canyon Outdoor Advertising Llc, Canyon Outdoor Media
Llc

§
§
§
§

Location: Ada County District Court
Judicial Officer: Hoagland, Samuel
Filed on: 08/21/2015

CASE INFORMATION

Statistical Closures
07/25/2016 Closed

Case Type: AA- All Initial District Court
Filings (Not E, F, and H1)

DATE

CASE ASSIGNMENT

Current Case Assignment

Case Number	CV-OC-2015-14630
Court	Ada County District Court
Date Assigned	08/21/2015
Judicial Officer	Hoagland, Samuel

PARTY INFORMATION

Plaintiff **Nettleton, Allen G**

Lead Attorneys
Runsvold, James Michael
Retained
208-459-2610(W)

Defendant **Canyon Outdoor Advertising Llc**

Spiker, Louis Vaughn
Retained
208-736-9900(W)

Canyon Outdoor Media Llc

DATE

EVENTS & ORDERS OF THE COURT

INDEX

08/21/2015	New Case Filed Other Claims <i>New Case Filed - Other Claims</i>
08/21/2015	Complaint Filed <i>Complaint Filed</i>
08/21/2015	Summons Filed <i>Summons Filed</i>
08/21/2015	Notice <i>Rule 45(b)(2) Notice</i>
08/31/2015	Affidavit of Service <i>Affidavit Of Service 8.24.15</i>
08/31/2015	Affidavit of Service <i>Affidavit Of Service 8.27.15</i>
09/14/2015	Amended Complaint Filed <i>Amended Complaint Filed</i>
09/17/2015	Acceptance of Service <i>Acceptance Of Service 9.14.15</i>
09/21/2015	Affidavit of Service <i>Affidavit Of Service 9.3.15</i>

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ADA COUNTY DISTRICT COURT
CASE SUMMARY
CASE No. CV-OC-2015-14630

09/24/2015	Answer <i>Answer (Spiker attorney for Defendant)</i>
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10/13/2015	Affidavit <i>Affidavit of Louie V Spiker in Support of Motion for Order to Shorten Time for Hearing</i>
10/13/2015	Motion <i>Motion for Protective Order</i>
10/13/2015	Affidavit <i>Affidavit of Louis V Spiker in Support of Motion for Protection Order</i>
10/13/2015	Declaration <i>Declaration of Curtis Massood in Support of Motion for Protective Order</i>
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ADA COUNTY DISTRICT COURT
CASE SUMMARY
CASE No. CV-OC-2015-14630

Court Reporter: Christy Olesek
Number of Transcript Pages for this hearing estimated: less than 100

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12/23/2015	Notice <i>Notice Of Taking Oral Deposition of Allen Nettleton</i>
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01/11/2016	Amended <i>Amended Notice to Take Audio-Visual Deposition of Allen Nettleton</i>
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ADA COUNTY DISTRICT COURT
CASE SUMMARY
CASE No. CV-OC-2015-14630

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ADA COUNTY DISTRICT COURT
CASE SUMMARY
CASE No. CV-OC-2015-14630

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04/14/2016	DC Hearing Held: Court Reporter: # of Pages: <i>Hearing result for Motion for Summary Judgment scheduled on 04/06/2016 03:00 PM:</i> <i>District Court Hearing Held</i> <i>Court Reporter: Christy Olesek</i> <i>Number of Transcript Pages for this hearing estimated: less than 100</i>
04/14/2016	Pretrial Release Order <i>Pre Trial Release Order</i>
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04/18/2016	Motion <i>Motion To Shorten Time</i>
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04/20/2016	Hearing Scheduled <i>Hearing Scheduled (Motion 04/25/2016 03:00 PM) Quash subpoena</i>
04/22/2016	Response <i>Response to Verfied Objection to Third-Party Subpoena and Motion to Quash</i>
04/25/2016	Motion Hearing (3:00 PM) (Judicial Officer: Hoagland, Samuel) <i>Quash subpoena Hearing result for Motion scheduled on 04/25/2016 03:00 PM: District</i> <i>Court Hearing Held</i> <i>Court Reporter: Christy Olesek</i> <i>Number of Transcript Pages for this hearing estimated: less than 100</i>
05/03/2016	Order <i>Order Denying Motion to Quash</i>
05/06/2016	Notice of Service <i>Notice Of Service</i>
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05/13/2016	Motion <i>Motion to Compel</i>
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05/13/2016	Notice of Hearing <i>Notice Of Hearing on Motion to Compel (5/25/2016 3:00 PM)</i>
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ADA COUNTY DISTRICT COURT
CASE SUMMARY
CASE No. CV-OC-2015-14630



05/18/2016	Memorandum <i>Memorandum Decision and Order Re: Cross Motions for Summary Judgment</i>
05/18/2016	Judgment <i>Judgment</i>
05/18/2016	DC Hearing Held: Court Reporter: # of Pages: <i>Hearing result for Motion scheduled on 04/25/2016 03:00 PM: District Court Hearing Held Court Reporter: Christy Olesek Number of Transcript Pages for this hearing estimated: less than 100</i>
05/18/2016	Hearing Vacated <i>Hearing result for Pretrial Conference scheduled on 05/25/2016 03:00 PM: Hearing Vacated Pretrial Conference and Defendant's Motion to Compel</i>
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05/18/2016	Hearing Vacated <i>Hearing result for Court Trial scheduled on 06/06/2016 09:00 AM: Hearing Vacated 2 days</i>
05/18/2016	Civil Disposition Entered <i>Civil Disposition entered for: Canyon Outdoor Advertising Llc, Defendant; Canyon Outdoor Media Llc, Defendant; Nettleton, Allen G, Plaintiff. Filing date: 5/18/2016</i>
05/18/2016	Status Changed <i>STATUS CHANGED: Closed</i>
05/18/2016	Memorandum <i>Defendants Pre Trial Memorandum</i>
05/20/2016	Response <i>Response to Defendant's Motion to Compel Discovery</i>
05/20/2016	Miscellaneous <i>Plaintiff's List of Trial Exhibits</i>
05/20/2016	Miscellaneous <i>Plaintiff's Trial Witnesses</i>
05/20/2016	Notice of Service <i>Notice Of Service of Discovery Documents</i>
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06/01/2016	Declaration <i>Declaration Filed Of Curtis Massood In Support Of Motion For Reconsideration</i>
06/01/2016	Memorandum <i>Memorandum In Support of Motion For Reconsideration</i>

ADA COUNTY DISTRICT COURT
CASE SUMMARY
CASE No. CV-OC-2015-14630

06/01/2016	Objection <i>Objection To Plaintiff Allen G Nettleton's Memorandum of Attorney's Fees & Costs</i>
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06/01/2016	Notice of Hearing <i>Notice Of Hearing On Motion To Reconsider And Objection To Plaintiff Allen G Nettleton's Memorandum of Attorney's Fees & Costs</i>
06/01/2016	Hearing Scheduled <i>Hearing Scheduled (Motion 07/13/2016 04:00 PM) Motion to Reconsider & Objection To Plaintiff Allen G Nettleton's Memorandum of Attorney's Fees & Costs</i>
06/02/2016	Status Changed <i>STATUS CHANGED: Closed pending clerk action</i>
06/02/2016	Motion <i>Motion for Reconsideration</i>
06/06/2016	Objection <i>Verified Objection To Defendants Memorandum Of Costs And Fees</i>
06/06/2016	CANCELED Court Trial (9:00 AM) (Judicial Officer: Hoagland, Samuel) <i>Vacated</i> <i>2 days Hearing result for Court Trial scheduled on 06/06/2016 09:00 AM: Hearing Vacated</i>
06/06/2016	CANCELED Status Conference (8:30 AM) (Judicial Officer: Hoagland, Samuel) <i>Vacated</i>
06/30/2016	Memorandum <i>Supplemental Memorandum In Support Of Motion For Reconsideration</i>
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07/08/2016	Miscellaneous <i>Plaintiffs Verified Response to Defendants Motion for Reconsideration</i>
07/13/2016	DC Hearing Held: Court Reporter: # of Pages: <i>Hearing result for Motion scheduled on 07/13/2016 04:00 PM: District Court Hearing Held</i> <i>Court Reporter: Christy Olesek</i> <i>Number of Transcript Pages for this hearing estimated: less than 100</i>
07/13/2016	Motion Hearing (4:00 PM) (Judicial Officer: Hoagland, Samuel) <i>Motion to Reconsider & Objection To Plaintiff Allen G Nettleton's Memorandum of Attorney's Fees & Costs Hearing result for Motion scheduled on 07/13/2016 04:00 PM: District Court Hearing Held</i> <i>Court Reporter: Christy Olesek</i> <i>Number of Transcript Pages for this hearing estimated: less than 100</i>
07/25/2016	Amended <i>Second Amended Judgment \$44,895.05</i>
07/25/2016	Civil Disposition Entered <i>Civil Disposition entered for: Canyon Outdoor Advertising Llc, Defendant; Canyon Outdoor Media Llc, Defendant; Nettleton, Allen G, Plaintiff. Filing date: 7/25/2016</i>

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ADA COUNTY DISTRICT COURT
CASE SUMMARY
CASE No. CV-OC-2015-14630

07/25/2016	Status Changed <i>STATUS CHANGED: Closed</i>
07/25/2016	Amended Judgment - Money Converted Disposition: Second Amended Judgment \$44,895.05 Party (Nettleton, Allen G) Party (Canyon Outdoor Advertising Llc) Party (Canyon Outdoor Media Llc)
08/02/2016	Order <i>Order on Post Trial Motions</i>
08/10/2016	Notice of Appeal
08/10/2016	Appeal Filed in Supreme Court
08/15/2016	Application & Affidavit for Writ of Execution
08/15/2016	Affidavit in Support of Writ of Execution
08/30/2016	Writ Issued <i>Ada County</i>
09/02/2016	Transcript Filed <i>Reporters Transcript Of Proceedings</i>
09/28/2016	 Sheriff's Return <i>of writ and writ</i>
10/11/2016	 Notice <i>of Transcript of 74 Pages Lodged - Supreme Court No. 44416</i>

DATE	FINANCIAL INFORMATION	
	Defendant Canyon Outdoor Media Llc	
	Total Charges	136.00
	Total Payments and Credits	136.00
	Balance Due as of 10/11/2016	0.00
	Other Party Unknown Payor	
	Total Charges	20.25
	Total Payments and Credits	20.25
	Balance Due as of 10/11/2016	0.00
	Plaintiff Nettleton, Allen G	
	Total Charges	350.00
	Total Payments and Credits	350.00
	Balance Due as of 10/11/2016	0.00

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JAMES M. RUNSVOLD
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave. Ste. C
Post Office Box 917
Caldwell, Idaho 83606
(208) 459-2610
Fax (208) 459-0288
ISB #2975

NO. _____ FILED _____
A.M. _____ P.M. _____

AUG 21 2015

CHRISTOPHER D. RICH, Clerk
By TENILLE GRANT
DEPUTY

Attorney for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,

Plaintiff,

vs.

CANYON OUTDOOR ADVERTISING, LLC,
an Idaho limited liability company,

Defendant.

Case No. CV-2015-

VERIFIED COMPLAINT

CV 00 1514630

Fee: \$221.00

Fee Cat.: A

COMES NOW Plaintiff Allen G. Nettleton by and through his attorney of record James M. Runsvold and, for his causes of action against Defendant herein, complains and alleges as follows:

COUNT I. WAGE CLAIM

1. Plaintiff Allen G. Nettleton (Employee) is an individual residing in Canyon County, Idaho.
2. Defendant Canyon Outdoor Advertising, LLC, (Employer) is an Idaho limited liability company whose principal place of business is in Ada County, Idaho.
3. Employee was employed by Employer until on or about April 9, 2015.
4. During such employment, Employee was a salesman for Employer, procuring new and renewing contracts with third-party advertisers for advertising on Employer's billboards.
5. Employee was paid a base salary and commissions on his sales.
6. Employee's commissions were based on a percentage of the gross revenue from each of the new or renewing contracts he procured, and paid on a monthly basis as each advertiser paid on its contract over its term.

7. The terms of some of the contracts Employee had procured had not expired at the time of his separation, and the advertisers have continued to make monthly payments thereon to Employer after Employee's separation.

8. Employee is entitled to his commissions on these contracts, in at least the total amount of \$24,047.50; and such portion thereof as is attributable to the advertisers' payments made on such contracts to date is due and payable now, and the remainder shall be due and payable upon receipt by Employer.

9. Such commissions are part of Employee's financial compensation for his labor and services on behalf of Employer and constitute "wages" within the meaning of Idaho Code Section 45-601.

10. As a consequence of Employer's failure and refusal to pay Employee his commissions when due and coming due, Employee has been required to bring this action against Employer. The costs and attorney's fees incurred by him herein, in at least the amount of \$8000, should be ordered paid by Employer, pursuant to Idaho Code Section 45-615.

11. Employee is entitled to damages in the amount of three (3) times the unpaid wages found due and owing, pursuant to Idaho Code Section 45-615, together with prejudgment interest.

COUNT II. Breach of Contract

12. The foregoing facts are realleged.

13. Employer's failure to pay the commissions when due and coming due is a breach of the payment terms of Employee's employment contract.

14. In the event that liability, damages, attorneys fees, and costs are not be found against Employer pursuant to Count I above, then Employer should be found liable for damages for breach of contract, in the amount of at least \$24,047.50, together with prejudgment interest.

WHEREFORE, Plaintiff Allen G. Nettleton prays for the following relief:

1. On Count I:

a. Damages of at least three (3) times the amount found to be due for wages, the tripled amount being at least \$72,142.50.

b. Attorney's fees pursuant to Idaho Code Section 45-615, in at least the amount of \$8000.

c. Costs of suit.

d. Prejudgment interest.

e. Such other and further relief as may be granted.

If triple damages not be awarded, then as follows:

- DATED this 6 day of AUGUST, 2015.

DATED this 20 day of AUG, 2015.

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RECEIVED

SEP 14 2015

NO. _____ FILED _____
A.M. _____ P.M. _____

SEP 14 2015

ADA COUNTY CLERK
JAMES M. RUNSVOLD ISB #2975
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave. Ste. C
Post Office Box 917
Caldwell, Idaho 83606
(208) 459-2610
Fax (208) 459-0288

CHRISTOPHER D. RICH, Clerk
By TENILLE GRANT
DEPUTY

Attorney for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,

Plaintiff,

vs.

CANYON OUTDOOR MEDIA, LLC,
an Idaho limited liability company,

Defendant.

Case No. CV-OC-2015-14630

AMENDED COMPLAINT

COMES NOW Plaintiff Allen G. Nettleton by and through his attorney of record James M. Runsvold and, for his causes of action against Defendant herein, complains and alleges as follows:

COUNT I. WAGE CLAIM

1. Plaintiff Allen G. Nettleton (Employee) is an individual residing in Canyon County, Idaho.
2. Defendant Canyon Outdoor Media, LLC, (Employer) is an Idaho limited liability company whose principal place of business is in Ada County, Idaho.
3. Employee was employed by Employer until on or about April 9, 2015.
4. During such employment, Employee was a salesman for Employer, procuring new and renewing contracts with third-party advertisers for advertising on Employer's billboards.
5. Employee was paid a base salary and commissions on his sales.
6. Employee's commissions were based on a percentage of the gross revenue from each of the new or renewing contracts he procured, and paid on a monthly basis as each advertiser paid on its contract over its term.

7. The terms of some of the contracts Employee had procured had not expired at the time of his separation, and the advertisers have continued to make monthly payments thereon to Employer after Employee's separation.
8. Employee is entitled to his commissions on these contracts, in at least the total amount of \$24,047.50; and such portion thereof as is attributable to the advertisers' payments made on such contracts to date is due and payable now, and the remainder shall be due and payable upon receipt by Employer.
9. Such commissions are part of Employee's financial compensation for his labor and services on behalf of Employer and constitute "wages" within the meaning of Idaho Code Section 45-601.
10. As a consequence of Employer's failure and refusal to pay Employee his commissions when due and coming due, Employee has been required to bring this action against Employer. The costs and attorney's fees incurred by him herein, in at least the amount of \$8000, should be ordered paid by Employer, pursuant to Idaho Code Section 45-615.
11. Employee is entitled to damages in the amount of three (3) times the unpaid wages found due and owing, pursuant to Idaho Code Section 45-615, together with prejudgment interest.

COUNT II. Breach of Contract

12. The foregoing facts are realleged.
13. Employer's failure to pay the commissions when due and coming due is a breach of the payment terms of Employee's employment contract.
14. In the event that liability, damages, attorneys fees, and costs are not be found against Employer pursuant to Count I above, then Employer should be found liable for damages for breach of contract, in the amount of at least \$24,047.50, together with prejudgment interest.

WHEREFORE, Plaintiff Allen G. Nettleton prays for the following relief:

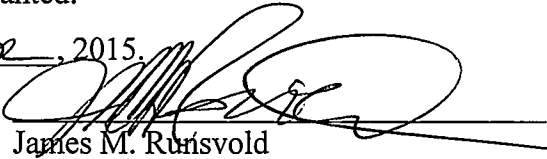
1. On Count I:
 - a. Damages of at least three (3) times the amount found to be due for wages, the tripled amount being at least \$72,142.50.
 - b. Attorney's fees pursuant to Idaho Code Section 45-615, in at least the amount of \$8000.
 - c. Costs of suit.
 - d. Prejudgment interest.
 - e. Such other and further relief as may be granted.

2. On Count II:

If triple damages not be awarded, then as follows:

- a. Damages in at least the amount of \$24,047.50.
- b. Attorney fees pursuant to Idaho Code Section 12-120(3), in at least the amount of \$8000.
- c. Costs of suit.
- d. Prejudgment interest.
- e. Such other and further relief as may be granted.

DATED this 10 day of SEPTEMBER, 2015.



James M. Runsvold

JEFFREY M. WILSON, ISB No. 1615
LOUIS V. SPIKER, ISB No. 8281
WORST, FITZGERALD & STOVER, PLLC
3858 N. Garden Center Way, Ste. 200
Boise, ID 83703
P.O. Box 1544
Boise, ID 83701
Telephone: 208-345-9100
Facsimile: 208-384-0442
Attorney for Plaintiff

SEP 24 2015

CHRISTOPHER D. RICH, Clerk
By SANTIAGO BARRIOS
DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,)	
	)	CASE No.: CV OC 1514630
Plaintiff,)	
v.	)	ANSWER
)	
CANYON OUTDOOR MEDIA, LLC an)	
Idaho limited liability company,)	
)	
Defendant.)	
)	

COMES NOW Defendant Canyon Outdoor Media, LLC ("Canyon Outdoor Media"), by and through its counsel of record, WORST, FITZGERALD & STOVER, PLLC, and as answer to Plaintiff's, Allen G. Nettleton's ("Nettleton"), *Amended Complaint* ("Complaint") admits, denies, responds and alleges as follows.

INTRODUCTION

The following defenses are not stated separately as to each claim for relief or allegations of Nettleton. Nevertheless, the following defenses are applicable, where appropriate, to any and all of Nettleton's claims for relief. Nettleton, in asserting the following defenses, does not admit that the burden of proving the allegations or denials contained in the defenses are upon them, but,

to the contrary, assert that by reason of said denials, and by reason of relevant statutory and judicial authority, the burden of proving the facts relevant to many of the defenses and the burden of proving the inverse of the allegations contained in many of the defenses is upon Nettleton. Moreover, Nettleton does not admit, in asserting any defense, any responsibility or liability on their part but, to the contrary, specifically deny any and all allegations of responsibility and liability contained in Nettleton's Complaint

FIRST DEFENSE

The Complaint fails to state causes of action against Canyon Outdoor Media upon which relief may be granted and, as such, should be dismissed pursuant to I.R.C.P. 12(b)(6).

SECOND DEFENSE

1. Canyon Outdoor Media LLC denies each and every paragraph and allegation contained in the Complaint unless specifically admitted herein.

2. As to paragraph 1, Canyon Outdoor Media admits.

3. As to paragraph 2, Canyon Outdoor Media admits.

4. As to paragraph 3 of the Complaint, Canyon Outdoor Media admits only that Nettleton performed services for Canyon Outdoor Media as an independent contractor from the fall of 2013 until approximately March 9, 2015 at which time Canyon Outdoor Media discontinued the use of independent contractors on a company wide basis and hired Nettleton as an employee. Canyon Outdoor Media denies the remaining allegations contained in paragraph 3 of the Complaint.

5. As to Paragraph 4, Canyon Outdoor Media admits only that the services performed by Nettleton included procuring new and renewing current contracts with third-party advertisers for the placement of advertisements on Canyon Outdoor Media's billboards. Canyon Outdoor Media denies the remaining allegations contained in paragraph 4 of the Complaint.

6. As to paragraph 5 of the Complaint, Canyon Outdoor Media admits only that Nettleton received compensation for the services he provided as an independent contractor and that Nettleton received compensation for the services he provided as an employee. Canyon Outdoor Media denies the remaining allegations contained in paragraph 5 of the Complaint.

7. As to paragraph 6 of the Complaint, Canyon Outdoor Media admits only that the compensation Nettleton received included a commission component. Canyon Outdoor Media denies the remaining allegations contained in paragraph 6 of the Complaint.

8. As to paragraphs 7, Canyon Outdoor Media is without knowledge as what contracts are being referenced and denies on that basis.

9. As to paragraphs 8, 9, 10 and 11 Canyon Outdoor Media denies.

10. As to the allegations in paragraph 12 of the Complaint constitute re-allegations of the previous paragraphs, Canyon Outdoor Media re-alleges its answer to each paragraph and allegation as if set forth more fully herein.

11. As to paragraphs 13 and 14 of the Complaint, Canyon Outdoor Media denies.

FIRST AFFIRMATIVE DEFENSE

Nettleton's claims may be barred, in whole or in part, by the applicable statute of limitations.

SECOND AFFIRMATIVE DEFENSE

Nettleton, by and through its actions and omissions, is or may be stopped from making any claim against Canyon Outdoor Media.

THIRD AFFIRMATIVE DEFENSE

Nettleton has failed to mitigate his damages, if any.

FOURTH AFFIRMATIVE DEFENSE

Nettleton has or may have by his actions and omissions waived any claims he may have against Canyon Outdoor Media.

FIFTH AFFIRMATIVE DEFENSE

Nettleton's claims may be or are barred because Canyon Outdoor Media has in, good faith, performed all obligations required of or under and pursuant to common law.

SIXTH AFFIRMATIVE DEFENSE

Nettleton's damages, if any, are the result of Nettleton's own conduct and/or the conduct of third parties, or circumstances over which Canyon Outdoor Media has no control.

SEVENTH AFFIRMATIVE DEFENSE

Nettleton's claims may be or are barred by the equitable doctrine of unclean hands.

EIGHTH AFFIRMATIVE DEFENSE

Canyon Outdoor Media is entitled to offset the amount of Nettleton's damages, if any, by the amounts owed by Nettleton to Canyon Outdoor Media.

NINTH AFFIRMATIVE DEFENSE

Nettleton's claims may be barred, in whole or in part, pursuant to Idaho Code Section 46-611.

TENTH AFFIRMATIVE DEFENSE

As of the date of this answer, discovery is not complete. Subsequently, discovery may disclose the existence of further and additional affirmative defense, the right to assert, as the court may allow by amendment of this answer, Canyon Outdoor Media expressly and reserves.

REQUEST FOR ATTORNEY FEES

Canyon Outdoor Media been required to retain the services of the law firm WORST, FITZGERALD, & STOVER, P.L.L.C. in order to defend against Nettleton's Complaint and is entitled


to reasonable attorney's fees and costs of suit pursuant to Rule 54 of the Idaho Rules of Civil Procedure, Idaho Code Sections 12-120, 12-121, and 45-612, and any other applicable rules or statutes.

WHEREFORE, Canyon Outdoor Media prays for Judgment as follows:

1. That Nettleton's Complaint be dismissed with prejudice and Nettleton take nothing thereby;
2. For costs incurred herein, including attorney fees; and
3. For such other and further relief as may be deemed just and proper in the premises.

DATED this 24th day of September, 2015.

WORST, FITZGERALD & STOVER, PLLC

By: 
Louis V. Spiker
Attorneys for Defendant

CERTIFICATE OF SERVICE

The undersigned certifies that on the 24th day of September, 2015, he caused a true and correct copy of the foregoing **ANSWER** to be served upon the following persons in the following manner:

James M. Runsvold
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave., Ste C
PO Box 917
Caldwell, ID 83606
Attorney for Plaintiff

(X) U.S. Mail, postage prepaid
() E-mail:
() Overnight Mail
() Facsimile:


LOUIS V. SPIKER

FEB 29 2016

CHRISTOPHER D. RICH, Clerk
By TYLER ATKINSON
DEPUTY

JEFFREY M. WILSON, ISB No. 1615
LOUIS V. SPIKER, ISB No. 8281
WORST, FITZGERALD & STOVER, PLLC
3858 N. Garden Center Way, Suite 200
Boise, ID 83703
P.O. Box 1544
Boise, Idaho 83701
Telephone: 208-345-9100
Facsimile: 208-384-0442
Attorney for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT

IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,

Plaintiff,

v.

CANYON OUTDOOR MEDIA, LLC an Idaho
limited liability company,

Defendant.

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)
)
)
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Case No. CV OC 1514630

MOTION FOR SUMMARY
JUDGMENT

COMES NOW, the Defendant Canyon Outdoor Media, LLC by and through its counsel of record, and pursuant to I.R.C.P. 56 moves this Court for make a determination that Plaintiff Allen G. Nettleton was no longer entitled to any compensation from Canyon Outdoor Media once he resigned. In the event that the Court determines that Nettleton may be entitled to some compensation from Canyon Outdoor Media once he resigned, Canyon Outdoor Media respectfully requests that the Court make a determination that Nettleton's claims do not arise under Chapter 6 of Title 45 of the Idaho Code.

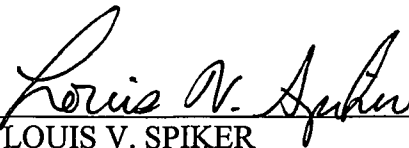
This Motion is based upon the *Memorandum in Support of Motion for Summary*

Judgment, Affidavit of Louis V. Spiker in Support of Motion for Summary Judgment, and the Declaration of Curtis Massood in Support of Motion for Summary Judgment filed contemporaneously herewith.

Oral argument is requested.

DATED this 29th day of February, 2016.

WORST, FITZGERALD & STOVER, PLLC


By 
LOUIS V. SPIKER
Attorney for Plaintiff

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 29th day of February, 2016 I mailed a true and correct copy of the foregoing MOTION FOR SUMMARY JUDGMENT by regular United States mail with the correct postage affixed thereon addressed to:

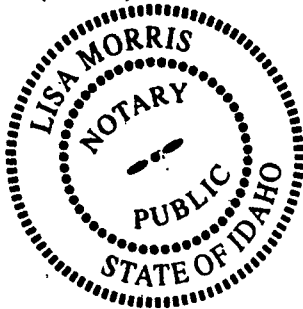
James M. Runsvold
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave., Ste C
PO Box 917
Caldwell, ID 83606
Attorney for Plaintiff

(X) U.S. Mail, postage prepaid
() E-mail:
() Overnight Mail
() Facsimile: 208-459-0288


LOUIS V. SPIKER

SUBSCRIBED AND SWORN to before me this 29th day of February, 2016.

(SEAL)



Lisa Morris
Notary Public for Idaho
Residing at Boise, Idaho
Commission expires: 3-4-17

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 29th day of February, 2016 I mailed a true and correct copy of the foregoing AFFIDAVIT OF LOUIS V. SPIKER IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT by regular United States mail with the correct postage affixed thereon addressed to:

James M. Runsvold
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave., Ste C
PO Box 917
Caldwell, ID 83606
Attorney for Plaintiff

(X) U.S. Mail, postage prepaid
() E-mail:
() Overnight Mail
() Facsimile: 208-459-0288

Louis V. Spiker

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA
ALLEN G. NETTLETON,)
Plaintiff,) Case No.
vs.) CV OC 2015-14630
CANYON OUTDOOR MEDIA, LLC, an)
Idaho limited liability company,)
Defendant.)
_____)

VIDEO DEPOSITION OF ALLEN G. NETTLETON

January 14, 2016

REPORTED BY:

COLLEEN P. ZEIMANTZ, CSR 345

Notary Public

Page 2

1 THE VIDEO DEPOSITION OF ALLEN G. NETTLETON was
2 taken on behalf of the Defendant, at the offices of
3 Worst, Fitzgerald & Stover, PLLC, located at 3858 N.
4 Garden Center Way, Suite 200, Boise, Idaho, commencing
5 at 9:06 a.m., on January 14, 2016, before Colleen P.
6 Zeimantz, Certified Shorthand Reporter and Notary Public
7 within and for the State of Idaho, in the above-entitled
8 matter.

9 APPEARANCES:

10 For the Plaintiff:

11 Runsvold Law Office, PLLC
12 BY MR. JAMES M. RUNSVOLD
13 623 S. Kimball Avenue, Suite C
14 Caldwell, Idaho 83606
15 jamesmrnsvold@hotmail.com

16 For the Defendant:

17 Worst, Fitzgerald & Stover, PLLC
18 BY MR. LOUIS V. SPIKER
19 3858 N. Garden Center Way, Suite 200
20 Boise, Idaho 83703
21 lvs@magicvalleylaw.com

22 THE VIDEOGRAPHER: PATRICK RODEN
23 ALSO PRESENT: Curtis Massood
24
25

	Page 3
1	I N D E X
2	TESTIMONY OF ALLEN G. NETTLETON PAGE
3	Examination by Mr. Spiker 5
4	
5	
6	
7	
8	E X H I B I T S
9	DESCRIPTION PAGE
10	A - Copy of Canyon Outdoor Media, LLC, "New 27
11	Commission Rates Are As Follows," Dated
12	February 28, 2014
13	B - Copy of Canyon Outdoor Media Contract 46
14	with Peak Broadcasting of Boise LLC,
15	September 18, 2013
16	C - Copy of Canyon Outdoor Media, LLC, 47
17	Monthly Revenue Detail, November 21 through
18	December 23, 2013
19	
20	
21	
22	
23	
24	
25	

Page 4

09:06:36-09:07:43

1 THE VIDEOGRAPHER: We are on the record. This
2 is the deposition of Allen G. Nettleton. In the matter
3 of Nettleton versus Canyon Outdoor Media, LLC, in Ada
4 County, Idaho, Case No. CV OC 2015-14630.
5 The deposition is taken on be- -- being taken
6 on behalf of the defendant. Today's date is January 14,
7 2016. And the time is, approximately, 9:08. We are at
8 the offices of Worst, Fitzgerald & Stover, PLLC, 3858
9 North Garden Center Way, Suite 200, P.O. Box 1544,
10 Boise, Idaho 83703.

11 This deposition is being reported and
12 videotaped by M&M Court Reporter Service, 101 South
13 Capitol Boulevard, Suite 503, Boise, Idaho 83702. The
14 court reporter is Colleen Zeimantz, and the videographer
15 is Patrick Roden.

16 Will counsel please identify themselves?
17 MR. SPIKER: Louis Spiker for the defense.
18 MR. RUNSVOLD: I'm Jim Runsvold for the
19 plaintiff.

20 THE VIDEOGRAPHER: Okay. Are there any
21 stipulations?
22 MR. RUNSVOLD: No.
23 THE VIDEOGRAPHER: All right. Could you,
24 please, swear the witness?
25 ///

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09:07:59-09:08:59

1 ALLEN G. NETTLETON,
2 first duly sworn to tell the truth relating to said
3 cause, testified as follows:
4 EXAMINATION
5 QUESTIONS BY MR. SPIKER:
6 Q. So as I said, my name is Louis Spiker. I
7 believe we've met before.
8 In the deposition, a court reporter is going
9 to take down everything that we say. So it's important
10 that when you answer, that you give an audible "yes," or
11 "no." Shrugs, even though we have a videotape, they
12 don't show up well on the transcript.
13 I'm going to do my best not to talk over you.
14 And I'll ask that you do the same. It makes it hard for
15 the court reporter to do her job if we don't let each
16 other finish. While I'm asking questions, if there is
17 something that you don't understand, or you need to
18 rephrase it, it's important that you ask me to do that.
19 And then, in addition, if we -- if we cover a
20 topic, and later on in the deposition, you remember
21 something that's pertinent to that, it's important that
22 you let me know, and we get that information on the
23 record.
24 If you need to take a break, just let us know.
25 It's not a problem. The only thing that's important is

09:09:03-09:10:14

Page 6

1 that if I have asked a question, and you haven't given
2 me an answer yet, we need to get an answer before you
3 take a break. Do you have any questions before we
4 begin?
5 A. No.
6 Q. And then can you state your name for the
7 record?
8 A. Allen G. Nettleton.
9 Q. And what's your current address?
10 A. 3721 Pierre Avenue, Caldwell, Idaho.
11 Q. And then have you ever had your deposition
12 taken before?
13 A. Never have.
14 Q. And how did you prepare for this deposition?
15 A. I had my attorney, Jim Runsvold, do the
16 preparation for this.
17 Q. Did you review any documents in preparation
18 for this?
19 A. Yes, some documents.
20 Q. Can you tell me what those were?
21 A. Oh, my gosh. There has been -- been a list of
22 them. But everything from -- some of the notices where
23 we were, I think, subpoenaing -- if I'm using the
24 correct word there -- testimony, gathering documentation
25 for us, supporting documents, et cetera.

09:10:18-09:12:01

Page 7

1 Q. And when you say, these supporting documents.
2 Can you give me a better idea of what those actually
3 are?
4 A. I had copies of my -- my payroll history.
5 We've covered quite a bit of that throughout the
6 process.
7 Q. And then what's your highest education level?
8 A. I'm a high school graduate.
9 Q. And where did you graduate from?
10 A. Nampa High.
11 Q. And then have you -- have you always been an
12 Idaho resident?
13 A. No, I haven't always been. I lived in Montana
14 for about a -- almost a three-year period out of
15 Kalispell, when I worked for Xerox. And a short period
16 in my youth, in Ontario, Oregon. The rest of the time
17 has been in Idaho.
18 Q. So let's jump to your time with Canyon Outdoor
19 Media. I'll either refer to them as Canyon Outdoor
20 Media, or my client. When were you hired?
21 A. I believe it was October of 2013.
22 Q. And then can you tell me how you obtained that
23 position?
24 A. They were running current ads that, I believe,
25 it was Craigslist first, originally. And at that point,

09:12:10-09:13:36

Page 8

1 it was an acquaintance, but Sue Martin, who is an
2 employee, I also knew her, or met her.
3 Q. And how did you -- how did you know
4 Ms. Martin?
5 A. I think I met her originally at -- a -- man, a
6 function of some sort, but I can't remember the exact --
7 Q. How --
8 A. -- what it was about.
9 Q. Excuse me.
10 How long before you saw this job listing did
11 you meet Ms. Martin?
12 A. Oh, it was very close to the time that I heard
13 about the open -- about the opening, when I came and
14 started the application process with Curt.
15 Q. And when you say, "a function," was this just
16 some social event, or a church, or --
17 A. It was a social event. I think that's what it
18 was.
19 Q. And what did you do prior to that?
20 A. I worked for Cabela's sporting goods here, in
21 Boise.
22 Q. And what did you do for Cabela's?
23 A. Multiple jobs. I started out as a fishing
24 department employee. I worked my way up to lead, which
25 would be like an assistant manager in their association.

09:13:40-09:14:50

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1 Transferred over to the gun department. Was with them
2 about five years total. And I was the lead for the gun
3 department, behind the gun counter, making sales.
4 Q. Did you say, five years? I'm sorry.
5 A. Right.
6 Q. Okay.
7 A. Right at five years, yes.
8 Q. And then it's fair to say, that your work for
9 Cabela's was different than what you did for my client?
10 A. It's a retail-type environment, versus door to
11 door sales.
12 Q. What did you make when you worked for
13 Cabela's?
14 A. I think it was right at \$12 an hour. I was an
15 hourly employee.
16 Q. And then when you worked for Cabela's, did you
17 receive a W-2, or a 1099?
18 A. W-2.
19 Q. What did you do before you went to work for
20 Cabela's?
21 A. I worked for Sportsman's Warehouse. Started
22 in the Meridian store, ended up in their new Nampa
23 store. I was the fishing manager for the Nampa
24 department store.
25 Q. And how long were you with Sportsman's?

09:14:53-09:16:44

Page 10

1 A. I'm not quite sure. I think that's pushing
2 about six years.
3 Q. Can you tell me about the hiring process with
4 Canyon Outdoor Media?
5 A. Went through a couple interviews in their
6 process. I think my initial one was with Sue, who was
7 the acting office manager at that point. Then I met
8 with Curt. He was -- also has locations out of state,
9 and so we were kind of waiting to -- for him to get back
10 into town, and so I went through some process there.
11 Followed up with phone calls. And then came back in,
12 and an initial offer was made to me by Curt.
13 Q. And how was the position described to you?
14 A. Door-to-door outside sales, selling media.
15 Q. Were you given the choice to be hired as an
16 independent contractor or an employee?
17 A. I wasn't given that choice when I was hired.
18 Q. How was the position described in those terms?
19 A. Can you clarify that a little bit?
20 Q. Certainly. When you were discussing the
21 position, were you told that it was an independent
22 contractor position?
23 A. No, I was not.
24 Q. Were you told that it would have -- that you
25 were going to be treated as a W-2 employee?

09:16:46-09:18:35

Page 11

1 A. Not initially. I did not know that. We
2 were -- I was -- it was so close to the end of the year,
3 though, within just a first couple of months of working
4 there, that's when I received my first 1099 from Canyon
5 Outdoor after that -- finishing up with the year that I
6 started there.
7 Q. You had said, initially. Were you referring
8 to something different than just receiving that 1099 at
9 the end of 2013?
10 A. I don't know that I was really anticipating
11 anything one way or the other, at that point. After I
12 had the job, I was hired. We had gone into a payment
13 agreement arrangement. And the compensation plan was
14 laid out to me verbally.
15 Q. Did you fill out a formal application, or any
16 paperwork?
17 A. Yes.
18 Q. Do you remember what that was?
19 A. I think there was a copy of my resume. I
20 believe we did a regular application process, as far
21 as -- I don't know what they all checked at that point.
22 But it was pretty loose, as far as no hard or -- hard or
23 written contracts at that point.
24 Q. Did you submit a W-4 form?
25 A. In -- when?

09:18:38-09:20:20

Page 12

1 Q. When you were either discussing being hired,
2 or part of the application process --
3 A. Uh-huh.
4 Q. -- or when you were hired, did you submit any
5 Internal Revenue Service forms with regard to any
6 withholdings?
7 A. I don't recall. I would assume, but I don't
8 recall.
9 Q. Do you remember, when you were hired on with
10 Cabela's whether you submitted a similar form?
11 A. I know I did with Cabela's.
12 Q. Can you tell me what your job duties were with
13 Canyon Outdoor Media?
14 A. My job duties was to sell billboard real
15 estate. There was roughly -- we had facings, which
16 would be one side of a billboard, from Payette County
17 into Canyon County. I was originally hired as the
18 Canyon County sales representative. We had another
19 employee at that time. So he was working primarily the
20 Boise territory.
21 Q. And when you were either marketing or selling
22 these billboard facings, what was your typical day like?
23 A. A lot of cold calling. We was door-to-door
24 sales. Obviously, there was some account base that was
25 coming forward. The geographic area we try to target

09:20:27-09:21:58

Page 13

1 and move product to the customers that would be fitted
2 by those locations.
3 Q. Did you have set work hours that you had to be
4 at Canyon Outdoor Media's offices?
5 A. Well, we were in outside sales, and we set our
6 own calendars, as far as who we're seeing on a
7 day-to-day basis. But, yes, we were supposed to be in
8 the office. Curt didn't like us in the office a lot.
9 So most of the time, I was in the field.
10 Q. Would it be fair to say, that you were
11 responsible for generating your own leads?
12 A. Yes.
13 Q. How did you do that?
14 A. Cold calling, primarily.
15 Q. Were you given a list of potential customers
16 to cold call?
17 A. We went through multiple things. We had an
18 account list that we worked off of, as far as existing
19 clientele. The goal was to bring in that new business,
20 though.
21 Q. Was it fair to say, that Canyon Outdoor Media
22 didn't tell you which new customers, or new potential
23 customers to call?
24 A. Yes, I think it was fair that we didn't have
25 as far as a set, who to go see, as far as a clientele

09:22:03-09:23:29

Page 14

1 list.
2 Q. How often did you speak with Ms. Martin?
3 A. Daily.
4 Q. And what did you discuss with her?
5 A. Oh, that's a pretty open-ended question. I
6 worked with her for two-and-a-half years. I worked with
7 her on a daily basis. We covered everything from leads
8 that were generated that we reported on a weekly basis.
9 We also, you know, would bring that into a prospective
10 list, as far as clients that showed potential out of the
11 cold calls that we made. Payroll, she pretty well
12 handled most everything inside the office.
13 Q. How often do you speak with Mr. Massood?
14 A. How often?
15 Q. Yes.
16 A. Then, now, when?
17 Q. When you were working for Canyon Outdoor
18 Media, how often would you speak with him on an average
19 week?
20 A. Oh, we would touch base on a weekly basis, for
21 sure. He did quite a bit of traveling, so he was hard
22 to get a hold of some of the times. A lot of that
23 communication was also done through Sue, because they
24 had a little -- obviously, because of payroll, things to
25 that nature, they had more of an ongoing work

09:23:36-09:24:53

Page 15

1 relationship that was more detailed than what I was
2 required to do.
3 Q. Can you walk me through the process of, after
4 you've identified someone that's interested in obtaining
5 a billboard, what you would do?
6 A. Isolate the decision makers, try to negotiate
7 for as much profit as we could obtain on each and every
8 billboard that we negotiated for.
9 Q. What about the administrative process within
10 Canyon Outdoor Media?
11 A. As far as, what do you want to know?
12 Q. I'm assuming that you -- after you identified
13 the decision maker, and you negotiated, there was some
14 form of a contract?
15 A. Correct.
16 Q. What would happen with that?
17 A. Canyon Outdoor Media already had contracts.
18 That paperwork was provided, I guess, or forms were
19 provided that we needed to get to be able to put the
20 contracts in place.
21 Q. Once a new customer signed a contract, and you
22 put a billboard advertisement up.
23 A. Uh-huh.
24 Q. Did you remain in contact with that customer?
25 A. Yes.

09:24:53-09:26:14

Page 16

1 Q. What did you do for that customer?
2 A. Making sure their advertisement is still
3 working for them, making sure they were happy, didn't
4 have any concerns. If there was repair issues that got
5 brought to my attention, I would move that up the ladder
6 so we could get service done on those -- those
7 locations. It seemed to be timer issues, things to that
8 nature that we would deal with, as far as changing
9 clocks, things of that nature, as far as when
10 they -- you know, when they would be illuminated at
11 night, that was part of that process.
12 Q. And you did that on an ongoing basis
13 throughout that term of the contract?
14 A. Yes.
15 Q. Was -- I'm going to refer to that as
16 "servicing the account." Is that a term that was used?
17 A. "Servicing the account" was a term that was
18 used, yes.
19 Q. Was servicing the account an essential part of
20 your job duties?
21 A. Not so much after -- I was there for the sales
22 portion of that. A majority of that, the servicing, he
23 had independent contractors that worked for him, that
24 did the installation, did the removal, scraped off the
25 pigeon crap, things to that nature.

09:26:18-09:27:19

Page 17

1 Q. So let me rephrase that. Not necessarily the
2 actual of doing the labor, but the interaction with that
3 new customer.
4 A. Uh-huh.
5 Q. Did that remain an essential part of your job
6 duties?
7 A. Once you got past the sales process -- we had
8 a tendency to sell a lot of annual contracts. So a lot
9 of the time those contracts, you wouldn't see them until
10 their contracts were coming up for renewal next calendar
11 year. Obviously, to try to manage a base, you would be
12 touching base with these customers throughout the year,
13 though.
14 Q. You were the one that took the calls from the
15 new customers that you brought in?
16 A. There was a -- we did get some call-ins, but
17 the majority of the new business was generated by being
18 out in the field and generating them yourself.
19 Q. And once you generated that new business, were
20 you the point of contact for the company?
21 A. Yes.
22 Q. You had mentioned checking --
23 A. One of many, I guess.
24 Q. You had mentioned checking timers on lights.
25 A. Uh-huh.

09:27:20-09:28:39

Page 18

1 Q. Was that something you did on a regular basis?
2 A. Every time -- every time change difference, we
3 would advance, or decrease, depending upon the time of
4 the year, and when the timers needed to be set. And
5 that was kind of shared responsibility.

6 When I first started, I was only taking care
7 of the ones in Payette County and Canyon County for the
8 most part. We had another employee by the name of Emile
9 that was handling the Ada County boards. And then Sue,
10 as an office manager, would sometimes pick up some of
11 those going to, or coming from, or right near the
12 office.

13 Q. Were there consequences with that customer
14 relationship if you didn't change the timers?

15 A. There could be, yes. You know, they wanted to
16 make sure that they were getting as much exposure as
17 they could. And so if it's getting darker earlier, you
18 know, obviously, they want the lights on earlier, so
19 people are seeing and taking more notice of those
20 boards.

21 Q. What -- I guess, were there financial
22 consequences to the company if that wasn't followed up
23 on?

24 A. There could be financial consequences if they
25 wanted to kill an existing contract. That was kind of

09:30:12-09:32:14

Page 20

1 receive my percentage of that commission.

2 Q. Were there minimum requirements, at that time,
3 of what you had to do to be entitled to compensation?

4 A. About the only requirement that I heard at
5 that point was -- when I was originally hired, was that
6 they had to -- I didn't get paid until the customer
7 paid, that was a requirement. And number -- and I was
8 supposed to do a minimum of -- we were looking at -- we
9 were looking for 20 cold calls a day is what we were
10 looking for, to make sure that we were out canvassing as
11 many prospects as we possibly could.

12 Q. Did you receive a commission for renewal
13 contracts at that time?

14 A. Yes, I did.

15 Q. Can you describe what the terms were?

16 A. The terms were, I got a flat 10 percent of
17 anything that we wrote so -- that we put under contract.
18 That evolved over time. But originally, on renewal
19 contracts and new contracts, I did receive 10 percent.

20 Q. When you started in 2013, were you able to
21 make sales --

22 A. Yes.

23 Q. -- initially?

24 Do you remember how many new contracts you
25 brought in in 2013?

09:28:45-09:30:10

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1 Curt's discretion on how he handled that. Definitely
2 was Curt's decision on how we handled that, if there was
3 a customer that wanted, let's say, out of a contract
4 early, or something to that nature.

5 Q. Were customers ever entitled to a refund if
6 the lights on a given billboard weren't maintained?

7 A. I never saw that, but I don't know what was
8 taking place on an administrative basis there. If they
9 were given an actual refund.

10 Q. When you -- can you -- earlier you had said
11 that there was a verbal understanding as to the terms of
12 your compensation; correct?

13 A. Correct.

14 Q. Can you tell me what that was, when you were
15 initially hired?

16 A. I was hired originally with a \$2,000 base
17 salary with \$200 in mileage, with a 10 percent
18 commission basis on anything that I sold. And I got
19 paid that 10 percent commission basis when the customer
20 made their payment. So most of these were monthly
21 contracts, and so very rare exception would there have
22 been that one that would have paid upfront, I guess, is
23 what I'm trying to say for a -- like a full calendar
24 year. The majority of them were billed on a monthly
25 basis. So as the customer paid, that's when I would

09:32:17-09:33:38

Page 21

1 A. No, I do not.

2 Q. Were you bringing in new contracts every
3 month?

4 A. You are sure shooting for new contracts every
5 month. There is a ramping up process when you're
6 entering any new sales position. I've been in sales a
7 lot of years. And there is a -- there is a curve until
8 you get some clientele behind you, and start picking up
9 momentum.

10 Q. When you worked for Cabela's or Sportsman's,
11 did you receive a commission on your sales there?

12 A. No, I did not. They did do prizes, awards,
13 things to that nature, some spiffs from manufacturer's
14 product, things to that nature, that they were
15 highlighting. But that would be the only additional
16 compensation, other than working hours.

17 Q. When you were initially hired in 2013, were
18 you required to obtain either a certain number of
19 new -- new contracts per month?

20 A. No.

21 Q. Did that change?

22 A. Yes.

23 Q. When did that change?

24 A. I believe it was the end of -- right at the
25 end of 2014. Any time we started making bigger revenue

<p>09:33:53-09:35:22</p> <p>Page 22</p> <p>1 numbers because of commissions going up, it seemed like 2 there was always objections. Mr. Matese changed where 3 then we were required to go through on my -- to get 4 commission on my renewal customers, the net new ones, we 5 still got our flat 10 percent on. But the renewal 6 customers, there was a percentage put in place. I don't 7 have the exact date, but I know that we can provide 8 that.</p> <p>9 And -- but how that went is, it was a ramping 10 up process. If you had two new contracts, you got five 11 percent. Three new contracts -- net new contracts on a 12 monthly basis, you would receive seven-and-a-half 13 percent. And then 10 percent, if you got four net new 14 contracts, as far as you would get that percentage up to 15 10 percent of your renewal contracts after -- after that 16 came into play.</p> <p>17 Q. And just so I understand what -- what you are 18 telling me, I want to make sure I -- we are clear on 19 this. In 2013, in order to receive the -- what you 20 characterize as the \$2,000 base.</p> <p>21 A. Right.</p> <p>22 Q. You weren't required -- there were no minimum 23 new contract requirements for that?</p> <p>24 A. Not back then, no. That all came into 25 place -- and I believe it was in 2014 is when that came</p>	<p>09:37:12-09:38:50</p> <p>Page 24</p> <p>1 the compensation, as far as the commission structure, 2 was the same.</p> <p>3 Q. And it's your testimony that a minimum number 4 of new contracts were required to receive a stiff 5 commission on contract renewals because you were 6 receiving too much money?</p> <p>7 A. Mr. Matese had gone through a process where he 8 said that he had been checking into competitors. And 9 competitors were telling him that he was 10 overcompensating, was what he claimed at that point. 11 And he didn't feel that we were getting enough net new 12 business. And that was the tie-in to the ramping up 13 process of how many new contracts you brought in on a 14 monthly basis.</p> <p>15 Q. You had mentioned Mr. Matese. Is that the 16 same as Mr. Massood?</p> <p>17 A. Sorry. Yes.</p> <p>18 Q. Do you believe that in November of 2013, that 19 you were obtaining two new contracts a month?</p> <p>20 A. Like I said, there was a ramping up process. 21 I don't know exactly when those numbers hit, so a long 22 time back.</p> <p>23 Q. But you would agree that your payroll records 24 would reflect the amount of new contracts that you 25 received during 2013?</p>
<p>09:35:26-09:37:08</p> <p>Page 23</p> <p>1 into place, where the commission structure changed, and 2 that's when we got a percentage of our renewal 3 contracts. We had some turnover at that point. Emile, 4 the other sales representative that worked for Canyon 5 Outdoor at that point, when that -- those percentages 6 changed, that's when he resigned from the company.</p> <p>7 And then we went through a process, after 8 that, trying to get another employee hired. They had 9 several attempts. Some worked out better than others. 10 But there was, if I'm not mistaken, four other sales 11 representatives that kind of went through the system at 12 that point. Some of them weren't there very long.</p> <p>13 But it was a process that they were trying to 14 fill the Boise territory while it was -- while we didn't 15 have that sales representative, I picked up the 16 responsibilities of doing both Canyon County and Ada 17 County sales. It is available inventory.</p> <p>18 Q. In 2013, did you and -- and you had mentioned 19 Emile was the other sales representative.</p> <p>20 A. Correct.</p> <p>21 Q. Were your compensation -- the terms of your 22 compensation the same?</p> <p>23 A. Yes, as far as I know. But I don't know 24 that -- if he had a different base salary, than I did. 25 I don't know that. That was between him and Curt. But</p>	<p>09:38:52-09:40:07</p> <p>Page 25</p> <p>1 A. Yes, the records would show that. We didn't 2 really keep track of them as net new or renewal, though, 3 at that point. It was just the sales order. Because 4 they weren't specified until closer to the end of 2014, 5 where we had to really look at if they were net new or 6 not.</p> <p>7 Q. At the beginning of 2014, were there a large 8 number of vacant billboards for the company?</p> <p>9 A. There was quite a bit of inventory, yes, there 10 was.</p> <p>11 Q. And when you -- when you say, "inventory," can 12 you define what you mean when you say that?</p> <p>13 A. Each side of the billboard is considered a 14 facing. And if I'm not mistaken, there was roughly 65 15 facings between Payette County, Canyon County, and Ada 16 County.</p> <p>17 Q. And when you say, that there was a fair number 18 of inventory. Would that mean a facing that didn't have 19 a customer's billboard on it?</p> <p>20 A. Or somebody that's contract is coming up for 21 expiration. So they -- a we kind of gave -- most of the 22 time, we gave them right of first refusal if they were 23 in place to try to keep -- keep their existing locations 24 if that was important to them.</p> <p>25 Q. At the beginning of 2014, were you aware of</p>

09:40:14-09:41:30

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1 the amount of revenue that was being brought in by the
2 company?
3 A. On the bottom of our commission page that we
4 received, it actually showed the numbers of what we
5 billed on a monthly basis.
6 Q. So you would have known then in the beginning
7 of 2014, if that overall company revenue was declining?
8 A. I don't know about comparing it to previous
9 history. But you could see if you were up or down, and
10 how many facings we had available.
11 Q. Would you, if you looked at, say, November of
12 2013's -- I don't want to say -- pay stubs, but let's
13 call it -- is it fair to call it "pay history"?
14 A. Okay.
15 Q. If you looked at your pay history documents --
16 A. Uh-huh.
17 Q. -- from November of 2013, and December of
18 2013, and then January of 2014, would you be able to see
19 a trend in the company?
20 MR. RUNSVOLD: I'm going to object, because
21 the witness is not able to look at those documents. So
22 he's speculating.
23 Go ahead and answer the question, if you can.
24 THE WITNESS: I wouldn't know clear back to
25 '13. Contracts that we are negotiating would be

09:43:18-09:44:40

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1 renewal contracts. And that's what this is referring
2 to. So if I brought in four net new contracts on a
3 monthly basis, people that were not on the board
4 for -- to be considered a new customer, they couldn't
5 have been out for six months or longer was the -- kind
6 of how that -- we judged if there was a net, new, or
7 renewal customer.
8 After that, at that point then, if I was
9 to -- as you can see, to bring in four net new
10 customers, or somebody that had not been up advertising
11 in at least the last six months, I -- if I brought in
12 those four contracts, I would receive 10 percent.
13 Q. With regard to a new customer, if you had a
14 current company customer --
15 A. Uh-huh.
16 Q. -- that contracted for an additional
17 billboard, was that considered a new customer?
18 A. The cont- -- each facing was considered a
19 contract by itself. Some of them did get written up as
20 multiple buys, where one customer would buy multiple
21 facings. And sometimes we would refer to multiple
22 facings in one contract.
23 But, yes, it was common -- a common practice
24 for a customer, you know, as you were working with them,
25 trying to sell them, to try to also get them into new

09:41:38-09:43:14

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1 contracts that would be finishing up in 2015 and
2 ending -- and 2014 business, because it's -- they are on
3 a rotating basis, on a monthly basis.
4 Q. (BY MR. SPIKER) So at this point, I want to
5 be clear, I'm not asking you if the monthly revenue was
6 declining. I'm asking, would you be able to determine
7 that if you were to look at those payment records?
8 A. Oh, I believe that you probably would be able
9 to. But I never had that opportunity to where -- it was
10 not ever really brought to my attention to do so. That
11 administratively was handled by Curt and Sue.
12 MR. SPIKER: Can we mark this as Exhibit A.
13 (Exhibit A marked.)
14 Q. (BY MR. SPIKER) You've just been handed a
15 document that in bold at the beginning of it, it says,
16 "New Commission Rates Are As Follows." Are you familiar
17 with this document?
18 A. Yes, I am.
19 Q. Is your signature present on this document?
20 A. Yes, it is.
21 Q. Can you tell me what this document is?
22 A. This was exactly what I was referring to.
23 On I thought it was at the end of 2014, but it looks
24 like February 28th of 2014 is when we put in the
25 adjustable scale on the percentage of commission on the

09:44:44-09:46:10

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1 locations, as well.
2 Q. And is it correct that you agreed to this new
3 commission structure for renewals in February 28 of
4 2014?
5 A. I had no choice, but I did agree.
6 Q. Was the commission structure for renewal
7 contracts changed between February 28, 2014, and when
8 you tendered your resignation?
9 A. This particular contract went through a couple
10 versions. But once this was in place, that carried
11 through until the end of my employment with Canyon
12 Outdoor.
13 Q. Is it fair to say then, that in order to be
14 entitled to any percentage of renewal contracts, you had
15 to bring new contracts into the company?
16 A. Correct.
17 Q. You have made a claim for a percentage of
18 contract renewals after you tendered your resignation?
19 A. That is correct.
20 Q. Can you tell me why you believe you are
21 entitled to that percentage of contract renewals in
22 light of this agreement?
23 A. Back at this time when we did these contracts,
24 I was quite surprised when Emile walked away and left
25 his existing contracts, I guess what I'm saying, in the

09:46:14-09:47:34

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1 wind, where he just walked away from them. I don't know
2 how many of them he had, or if just too small of a
3 percentage to worry about, but he walked away.

4 I had a conversation with Curt. And at that
5 point, he goes, well -- and I said, why would he walk
6 away from that? Didn't he want to finish out the
7 contracts that he had? At that point, Curt had
8 mentioned to me that -- that he -- Emile had just kind
9 of walked out in his resignation process, and they had
10 never came to any kind of agreement on that. But he
11 said he would take care of those contracts.

12 Q. When did that conversation occur?

13 A. Right around this date, February 28th, right
14 around there. Because that's right around when Emile
15 left.

16 Q. And are you --

17 A. Give --

18 Q. Sorry.

19 A. Give or take a week, because I think this was
20 presented when he was leaving. That was part of his
21 decision in his leaving process, and it was shortly
22 thereafter.

23 Q. But my understanding, that these were the
24 terms of your compensation for renewal contracts after
25 February 28th of 2014?

09:47:36-09:49:46

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1 A. That is correct.

2 Q. Are you aware of whether Emile received
3 commissions on either renewal or new contracts that
4 were -- would have been considered his, after he
5 tendered his resignation?

6 A. I don't know if he pursued that or not. I was
7 a -- I did talk to him a while back and he -- I believe
8 that he still has outstanding commissions that he's
9 owed, as well.

10 Q. When did you talk to Emile last?

11 A. Oh, it's probably been four months now or so.
12 He -- he's gone through a couple jobs since he left
13 Canyon Outdoor, and he was calling to see if I had any
14 leads for his alarm business. So you would have to
15 specify with him when he was working for that alarm
16 company.

17 Q. Is that the only time you talked to him since
18 he resigned?

19 A. We've had lunch a couple of times
20 over -- sporadically, since February 28th. And he
21 popped into the office on a pretty frequent basis just
22 to say, "hi," things to that nature.

23 Q. So my understanding that after February 28th
24 of 2014, that if you did not produce at least the 24
25 months of new business contracts, that you were not

09:49:50-09:51:33

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1 entitled to receive a percentage of gross revenue
2 received in that month from the renewal accounts that
3 you serviced?

4 A. That is correct.

5 Q. Following February 28th, 2014, if you produced
6 more than 24 months of new business contracts, but less
7 than 36 months of new business contracts, is my
8 understanding correct, that you would have been entitled
9 to receive five percent of the gross revenue received in
10 that month from the renewal accounts that you serviced?

11 A. Yeah, I had to get 36 months of net new
12 contracts to be entitled to the next step up. This was
13 a percentage basis. Five percent for two net new
14 contracts, seven-and-a-half percent for three net new
15 contracts, four net new contracts was 10 percent, back
16 to where we started.

17 Q. For 2014 -- sorry. Let's go back to 2013.
18 It's correct that you received a 1099 for 2013?

19 A. I did.

20 Q. How did you file your taxes with respect to
21 the income you received from Canyon Outdoor Media for
22 the 2013 tax year?

23 A. We utilized the 1099. Obviously, we have
24 expenses, vehicles, things to that nature. So we did an
25 itemized to -- to be able to try to take advantage of

09:51:39-09:52:54

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1 those tax credits that we get.

2 Q. Did you pay self-employment tax in 2013
3 related to your income from Canyon Outdoor Media?

4 A. I don't believe so.

5 Q. Was the reason you did not pay self-employment
6 tax was because of the deductions that you spoke of?

7 A. I -- I don't know that question -- the answer
8 to that.

9 Q. I'll take a step back. Did you file taxes in
10 2013?

11 A. Yes.

12 Q. Federal and state?

13 A. Yes.

14 Q. Did you file taxes for the 2014 tax year?

15 A. Yes.

16 Q. Have you filed taxes for the 2015 tax year?

17 A. Not yet.

18 Q. Do you have copies of your 2013 and 2014 tax
19 returns?

20 A. 2014, I have some things that I'm working
21 through with my accountant, and that has not been all
22 the way settled yet.

23 Q. So but for 2014, you have filed a return?

24 A. Correct.

25 Q. Are you intending to amend that return?

09:52:58-09:54:46

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1 A. There is some things that we needed to get
2 cleared up with my accountant.
3 Q. Can you tell me what those are?
4 A. No, I can't. I don't know. I'm not an
5 accountant.
6 Q. Well, what did your accountant tell you?
7 A. My accountant told me that we did an
8 extension, and it was something to do with some of the
9 expenses that I needed to show some itemization on.
10 And -- and we have been working through that process.
11 Q. So is there any reason that you haven't
12 provided copies of the tax returns that were filed in
13 2013 and 2014?
14 A. I don't think that it's relevant to this case
15 at all.
16 Q. Do those tax returns contain information
17 relating to the income you received from Canyon Outdoor
18 Media?
19 A. Canyon Outdoor Media knows exactly how much
20 they paid me. They supplied the 1099. So there
21 shouldn't be any question there as far as what I was
22 paid.
23 Q. Are you familiar with what other individuals
24 that are in billboard sales, how their compensation is
25 structured?

09:54:47-09:56:03

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1 A. Primarily, the ones through Canyon Outdoor
2 Media. When I was looking to leave, I did talk to one
3 of our competitors, and they -- they alluded to what
4 their payroll structure was.
5 Q. Who did you speak with?
6 A. I interviewed with Lamar.
7 Q. And what did they tell you about their pay
8 structure?
9 A. That there was a -- there was a base plus
10 commissions similar to Canyon Outdoor's they did -- they
11 had a -- I can't remember all the details, because I
12 didn't take the job, and we were speaking in broad terms
13 at that point. But they were -- depend -- they broke
14 theirs down a little differently than what we did with
15 new and renewal contracts. They worked their business
16 as local direct sales, and what they called "agency
17 sales."
18 Q. Did you discuss with Lamar whether you would
19 have -- be entitled to commissions?
20 A. No, I never got that far.
21 Q. I'm -- I'm going to put the full question out
22 there.
23 A. Okay.
24 Q. I understand -- I believe that your answer
25 will probably be the same. But did you discuss with

09:56:07-09:58:17

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1 Lamar whether you would be entitled to commissions after
2 you either resigned, or terminated your employment with
3 Lamar?
4 A. No, it never -- the conversation never got
5 that far.
6 Q. Was the position with Lamar an independent
7 contractor position?
8 A. No, it was not. It was an employee position.
9 Q. Is there a reason that you didn't take the job
10 with Lamar?
11 A. I was just inquiring if they had an opening,
12 quite frankly. I don't know that they even had a
13 position available to take at that point.
14 Q. And then what was the time frame of when you
15 spoke with them?
16 A. Oh, brother. Let's see. We started getting
17 into the tax stuff. So that would have probably been
18 towards the end of February, first part of March,
19 somewhere in there. I don't know exact dates.
20 Q. Did you ever specifically discuss whether you
21 would be entitled to commission for either renewal
22 contracts, or new contracts that you were responsible
23 for servicing, or obtained after you would resign, or
24 were terminated from Canyon Outdoor Media?
25 A. The primary conversation I had directly with

09:58:20-10:00:02

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1 Curt when Emile left, he said that -- like I had
2 mentioned earlier, that he claimed that he -- because of
3 the way Emile quit, he was just kind of out of there in
4 a hurry. He didn't have an opportunity to take care of
5 it.
6 And I inquired about it directly. I said, why
7 would he walk away from that money? And he goes, well,
8 we just haven't had an opportunity to work it out. And
9 that's what -- how it was referred to me.
10 Q. So am I correct then, that that was not
11 something that you were promised when you took the
12 position?
13 A. It wasn't part of the initial conversations,
14 no.
15 Q. So after you left would someone else then have
16 been responsible for servicing the contracts that you
17 had previously serviced?
18 A. The same people, Sue was still there. We
19 still had the staff that did the maintenance on the
20 boards, and things to that nature, yes. But as far as
21 calling on the accounts going forward, that would have
22 been to whoever they decided to hire.
23 Q. Specifically with regard to customer service
24 to current customers, who would have been responsible
25 for that after you left?

10:00:03-10:01:13

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1 A. It probably would have fallen on Sue Martin's
2 shoulders.
3 Q. So it's correct then, that someone had to take
4 over those job duties?
5 A. Well, she was involved in those duties
6 already. She was the one that placed the work orders
7 and things like that for, the maintenance company needed
8 to come out, if we needed an electrician, if we needed
9 whatever. She would coordinate that with Curt, and they
10 would either hire a contractor if it was something new,
11 like a new project, or if it was an electrical need, you
12 know, they would get an electrician to do that type of
13 work, if it was a billboard going up, or coming down.
14 Then he did have a kid that was doing some
15 general maintenance after we had received some
16 substantial complaints about some tree trimming, pigeon
17 poop, things to that nature, in parking lots.
18 Q. Can you -- with regard to that tree trimming
19 that you've -- you've discussed.
20 A. Uh-huh.
21 Q. Who made those complaints?
22 A. Typically, the customer.
23 Q. Who did the customer make those complaints to?
24 A. They would call into the office, or me, if I
25 was stopping in to talk to them.

10:01:15-10:03:48

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1 Q. In, approximately, March of 2015, it's my
2 understanding that you were -- rather than being an
3 independent contractor, you became an employee of Canyon
4 Outdoor Media?
5 MR. RUNSVOLD: I'm going to object to the form
6 of the question, because it calls for a legal
7 conclusion. You can ask him about how his pay
8 arrangement changed.
9 Q. (BY MR. SPIKER) With -- in March of 2015,
10 were there -- were there changes to how you were paid?
11 A. Yes. That's why I eventually resigned from
12 Canyon Outdoor Media. We had made another hire. I
13 don't recall the gentleman's name, but he would not work
14 as a 1099 employee. And so at that point, Curt had
15 hired a payroll company to come in and -- and so we went
16 through the whole process, where we were going to do the
17 W-2, have taxes withheld, instead of having to deal with
18 it ourselves.
19 And at that point, we were going through a
20 process where, when you normally put down how many
21 deductions, it's a pretty well set percentages based
22 upon your income levels as to how much is being
23 withheld. Curt was alluding to, that he was paying us
24 at a higher percentage, and so he was making the
25 determination of what was being withheld, instead of

10:03:51-10:05:40

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1 allowing the payroll company to do that on deductions,
2 like a normal operating business that's doing W-2s.
3 There was quite a bit of disagreement at that
4 time. We -- it wasn't only affecting me. It was
5 affecting other employees in the office, as well. The
6 payroll company wouldn't substantiate the amounts that
7 he was withholding. And they said that he was not
8 withholding in a conventional manner. And shortly after
9 that -- well, at -- they were still on board
10 when -- when I left.
11 Q. Can you give me an example of what you were
12 referring to when you say that, not withholding in a
13 conventional manner?
14 A. Well, normally you put down a set number
15 of -- the word I'm looking for -- you have so many
16 people that you are claiming on your taxes, and that
17 works out to a percentage of what -- of what your
18 withholding should be.
19 And we were trying to verify those percentages
20 with our payroll company, but Curt was doing his own
21 thing at that point, and making those determinations as
22 we went. And we only had about three pay periods
23 underneath this payroll company that I was involved
24 with. And it was -- there was no consistency there. My
25 numbers kept going down.

10:05:42-10:07:07

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1 And knowing that having the taxes withheld is,
2 obviously, going to affect your check one way or the
3 other by, you know, what you are going to net. But
4 there was no way to, basically, substantiate that,
5 because the payroll company wouldn't support his
6 practice that he was working out, as far as how he was
7 wanting that -- what amount he was wanting withheld.
8 And, in fact, he withheld taxes out of my last
9 few checks under the payroll company, and I can't even
10 get record where -- that he has paid those taxes with
11 the Tax Commission at this point.
12 Q. When you say that the payroll company would
13 not substantiate these deductions, did you speak with
14 someone?
15 A. Yes.
16 Q. Can you identify the payroll company?
17 A. I believe it was The Payroll Company of Boise,
18 if I'm not mistaken.
19 Q. Do you remember who you spoke with?
20 A. No, I don't.
21 Q. What would the time frame have been?
22 A. Right around paydays, during the January,
23 February time frame, in there.
24 Q. When you were paid as a -- as a 1099 employee,
25 I believe, was the term you used.

10:07:09-10:08:40 Page 42

1 A. Uh-huh.

2 Q. You were then responsible for paying any

3 employment taxes?

4 A. Taxes that were owing at the end of the year,

5 correct.

6 Q. All right. How did that change -- let me go

7 back.

8 When you say, deductions being taken, are you

9 referring to income tax deductions, or payroll tax

10 deductions?

11 A. Tax deductions is what I was referring to.

12 I -- I didn't break it down like that.

13 Q. Can you help me understand then what you mean

14 by the tax deductions?

15 A. Well, when we were going through that process,

16 Curt had mentioned that -- that because we were taking

17 care of our taxes ourselves, when -- previously, prior

18 to the payroll company, when we were doing it on our

19 own, that he was paying at a higher -- paying us a

20 higher hourly wage for us having to deal with that.

21 Part of that process was that we were cutting

22 back the amount of the withholdings, so that Curt would

23 not have to pay any out of his pocket when it came time

24 to pay those taxes. The -- but there was a -- typically

25 a cost of doing business, you know, for an employer

10:08:44-10:10:22 Page 43

1 to -- you know, Social Security, et cetera, et cetera.

2 Q. Was your pay ever contingent on the number of

3 hours that you worked?

4 A. No.

5 Q. Then it's correct then that you did not

6 receive an hourly wage?

7 A. I received a salary. And a lot of times you

8 put in way more hours than a typical 40-hour week. Some

9 weeks were light, too.

10 Q. Is my understanding that you were -- is my

11 understanding correct, that at least in part, you were

12 unhappy with the employer's portion of payroll taxes

13 being assessed against the -- what you had previously

14 received when you were paid as a 1099?

15 A. Well, I knew the taxes would be withheld. I

16 knew that there would be withholdings. I knew that that

17 net monthly income would drop, because of those withhold

18 distinguishes taking place. What I wasn't happy with,

19 was that he wasn't allowing the payroll company to do

20 their job, and to withhold on a standard -- standard and

21 customary basis.

22 Q. And when you are saying, "withhold on a

23 standard and customary basis," earlier you had

24 referenced the -- what I believe you were referencing

25 were the standard exemptions?

10:10:24-10:12:30 Page 44

1 A. Correct.

2 Q. With -- is my understanding correct, that you

3 met with Ms. Martin, who is the acting office manager at

4 that time, on a weekly basis; is that correct?

5 A. More like a daily basis.

6 Q. Were -- was there a -- essentially, a standard

7 weekly meeting?

8 A. Every Monday morning, I would turn in my

9 prospect list as far as new potentials, calls that I had

10 made over the week's period of time.

11 Q. Was there anything else that was discussed at

12 those meetings?

13 A. You know, if there was something outstanding

14 that we needed to take care of with a customer, that's

15 when we would kind of cover those things, to kind of

16 stage out through the week, so you could set

17 appointments, and work around them.

18 Q. Were those -- the information that you would

19 look over, would you consider those cold call sheets, or

20 how would you characterize those?

21 A. That was the majority of it. The prospect

22 list, we went into a little different, as far as which

23 inventory they might be considering, dollars and cents

24 that might be involved on those -- in those

25 transactions.

10:12:31-10:13:51 Page 45

1 Q. Did you give her documentation at those

2 meetings?

3 A. Yes, I did.

4 Q. What would happen with that documentation?

5 A. I believe she forwarded it on to Curt. I

6 don't know for sure what she did with it.

7 Q. Did you have a personnel file with Canyon

8 Outdoor Media?

9 A. I would assume.

10 Q. Do you know what would have been in that?

11 A. Probably copies of my contracts.

12 Q. Do you -- do you have your personnel file?

13 A. No, I do not.

14 Q. Do you know anyone that does?

15 A. No, I do not.

16 Q. Is it correct that if you were servicing an

17 account, that you would have been entitled to a

18 commission for that?

19 A. Yes.

20 Q. Is it then correct that if you -- even if you

21 were not the one who obtained the contract, if you were

22 servicing the account, that you were entitled to the

23 commission?

24 A. No. Who got the commission was who signed the

25 last contract.

10:14:06-10:15:41

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1 MR. SPIKER: Will you mark this as Exhibit B?
2 (Exhibit B marked.)
3 Q. (BY MR. SPIKER) Can you identify the document
4 that you were just handed?
5 A. This is a Canyon Outdoor Media contract with
6 Peak Broadcasting of Boise LLC. Their name has changed
7 at this point. They are Townsquare Media now.
8 Q. Do you recognize who signed the contract on
9 behalf of Canyon Outdoor Media?
10 A. What's the date on this thing? As far as that
11 looks like Emile's signature, which would have been the
12 Boise employee at that point.
13 Q. So these contracts appear, to me at least, to
14 be in the Canyon County -- I'm sorry -- the Canyon
15 County area; is that correct?
16 A. Along the --
17 MR. RUNSVOLD: I'm going to -- I'm going to
18 object to the form of the question.
19 What contracts are you referring to, Counsel?
20 We're only looking at one here.
21 Q. (BY MR. SPIKER) When you look to rent
22 locations, are these locations in Canyon County on this
23 contract?
24 MR. RUNSVOLD: On this contract.
25 MR. SPIKER: Yes.

10:15:51-10:17:45

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1 MR. RUNSVOLD: Is that the reference?
2 THE WITNESS: There is a mix here of Canyon
3 County and Ada County facings. And if you want me to go
4 through them, I'll tell you which ones are in Nampa, and
5 which ones are in Boise.
6 The Nampa locations would have been 11L, which
7 would have been referring to a left-hand read on 12th
8 Avenue. 13R on Midland. And 14L on -- in Caldwell. I
9 believe that's on the boulevard. And 2026, which would
10 be kind of parallel to where Middleton Road meets
11 Chinden Boulevard. And then the other locations appear
12 to me to be all within Ada County 28R, 29.
13 Q. (BY MR. SPIKER) And during the fall of 2013,
14 you were responsible for servicing contracts in Canyon
15 County?
16 A. That's correct.
17 MR. SPIKER: We can mark this as Exhibit C.
18 (Exhibit C marked.)
19 Q. (BY MR. SPIKER) Can you identify the document
20 that you were handed?
21 A. This is a Canyon Outdoor Media monthly revenue
22 detailed report is what it looks like.
23 Q. And is there a handwritten notation on the
24 bottom of this document?
25 A. I -- yes, there is. It says -- well, it says,

10:17:56-10:19:23

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1 "Kids 1st Cast 1 month. AI's = 6,250 times 10 percent,
2 625" bucks.
3 Q. And what does that notation mean to you?
4 A. I had commissionable revenue of \$625 on what
5 was collected on this sheet.
6 Q. In the body of this revenue detail --
7 A. Uh-huh.
8 Q. -- were there payments received from Peak
9 Broadcasting?
10 A. Yes, there was.
11 Q. Are they related to the contract that was
12 marked as Exhibit B?
13 A. Let's see. This looks like it started October
14 1st, the contract. And these payments were made 11-27.
15 So they were 11-1 through 11-30. So these -- they were
16 paying for the month's, according to this report, from
17 11-1 through 11-30. So they were paying for the month
18 of November.
19 Q. So even though Emile signed the contract
20 marked as Exhibit B, you received commission revenue, or
21 commission income from these contracts?
22 A. I would have to go through and calculate up
23 through this whole -- this whole sheet here, see
24 if -- which accounts it was that I was actually
25 receiving the commission on. And this is only a portion

10:19:29-10:20:56

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1 of the documentation that we did. There was a
2 commission worksheet that showed net new, account name,
3 what I was receiving the percentages on. So you got
4 part of the information here.
5 Q. It would be clear, though, from the documents
6 that you just described, whether you received
7 commissions from the contract marked as Exhibit B in
8 November -- for the payment received in November of
9 2013?
10 MR. RUNSVOLD: I'm going to object to
11 speculation. He doesn't have the document in front of
12 him. So he doesn't know what it says.
13 THE WITNESS: That is true.
14 Q. (BY MR. SPIKER) How -- how would you be able
15 to determine whether you received a commission for the
16 payment relating to the contract marked as Exhibit B
17 made in November of 2013?
18 A. That -- this process got refined over time,
19 especially as of February 28, 2014. And it became a lot
20 clearer, but a lot of that I would have made the
21 assumption. Sue calculated these. And I was just
22 dealing with that -- new contracts in, is what I was
23 dealing with. Because you might have a customer that
24 owes for November, that might not pay in November. So
25 you might have commissions that were for multiple months

10:21:02-10:22:30

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1 if they sent in, let's say, 90 days worth of payments in
2 one check. She lists the check numbers that came in,
3 and what they were for, as far as the months that they
4 were actually for.

5 And in the early part of this, Emile and I
6 split commissions on -- on this particular account. I
7 don't -- I know if it's at this time spot or not,
8 because of the Canyon County/Ada County mix there
9 was -- there was a division there. I don't know for
10 sure who made what on which -- on what account here back
11 this far, without doing some work here.

12 Q. When you say, it was based on the Ada
13 County/Canyon County split or division.

14 A. Uh-huh.

15 Q. Was that because you were responsible for
16 servicing accounts in Canyon County?

17 A. Yes.

18 Q. Was Emile at that time responsible -- was then
19 responsible for servicing accounts in Ada County?

20 A. That is correct. It doesn't mean we couldn't
21 have sold in Ada or Canyon County. But as far as
22 it -- it primarily referred to, if, let's say, if a lead
23 came in, where that would get assigned to as far as
24 which representative, things to that nature.

25 Q. When Emile left in early 2014, were you

10:24:46-10:26:13

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1 Q. And then where are you working now?

2 A. Impact Radio Group.

3 Q. And what do you do for Impact Radio Group?

4 A. I sell radio.

5 Q. Can you tell me what that means?

6 A. I sell broadcast contracts for Impact Radio
7 Group. We have a six station cluster.

8 Q. Are you paid as a W-2 or a 1099?

9 A. W-2.

10 Q. What are your typical duties when you are
11 selling this broadcast radio?

12 A. Everything that goes along with sales;
13 prospecting, cultivating, finding who is needing to
14 advertise for what, and putting those contracts together
15 for Impact Radio Group.

16 Q. Is a portion of what you receive for
17 compensation based on commission?

18 A. Yes.

19 Q. Can you describe that arrangement?

20 A. They are a kind of standard media industry
21 where they pay different percentage on net new -- well,
22 what we would refer to "net new," or "local direct" is
23 how they refer to it. And they break theirs down by
24 agency. So if it's agency business, it's paid at a
25 different percentage than the local direct business is.

10:22:55-10:24:46

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1 responsible for servicing at least a portion of the
2 contracts that he had at that point?

3 A. I kind of picked up all those -- I was the
4 only sales representative on staff, so...

5 Q. What date did you tender your resignation in
6 Canyon Outdoor Media?

7 A. I believe you have a copy of it provided. But
8 I believe it was first of April, if I'm not mistaken.

9 Q. And then why did you choose to tender your
10 resignation?

11 A. I was just -- it seemed like every time that
12 we started getting commissions up to where we were
13 making good money, there was a process to try to
14 alleviate us from a percentages of those commissions.
15 And so, for example, the tax thing that went on with
16 the -- going on with the withholdings, this contract
17 coming into place on the renewal stuff. So he was
18 trying to cut back on -- on his outlay, as far as what
19 he was, you know, paying in commissions.

20 Q. Did you have other employment lined up when
21 you quit?

22 A. When I turned in my resignation, I had not
23 been looking prior to that, other than right at the very
24 end, I started placing some phone calls, looking for a
25 job.

10:26:16-10:27:58

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1 Q. When you are saying, "agency," can you define
2 that for me?

3 A. An agency -- there is multiple agencies, where
4 the agencies represent a group of buyers. And so that
5 the buyers don't have to deal with the sales process,
6 they'll acquire an agency to do that negotiation on
7 their behalf.

8 Q. If you were to quit your position today, are
9 you entitled to receive commission in the future from
10 contracts that you've started?

11 A. I have not had that discussion with my current
12 employer.

13 Q. Do you believe that you are?

14 A. I believe I would be, yes.

15 Q. And what's the basis for that?

16 A. It's -- those customers as you're bringing
17 them to -- to the office, you know, you are their
18 representative. You are the one that went through the
19 contract negotiation with them. Where we got
20 paid -- when the customer paid, when I was working for
21 Canyon, it's a little differently. We get paid once
22 that air time runs, in the radio business.

23 So, let's say they buy three months worth of
24 contracts, a 90 day buy for. And so once that air time
25 has been utilized by the customer's advertising

<p>10:28:03-10:29:51</p> <p>Page 54</p> <p>1 campaign, then that's when it becomes billed, and you 2 are entitled to those commissions. 3 Q. Are you entitled to commissions prior to your 4 current employer receiving payment? 5 A. It's based upon when the air time runs. 6 Q. Can you -- can you help me understand that? 7 My specific -- what I'm -- what I'm having difficulty 8 with, is if the current employer never receives 9 payment -- 10 A. Uh-huh. 11 Q. -- you still get paid? 12 A. No. No, I do not. I do have a salary that 13 wouldn't be reflecting the commission portion. 14 Q. Is the commission treated as a draw then? 15 A. No, it is not. 16 Q. Are there minimum requirements that you have 17 to perform to receive that salary portion? 18 A. Where? 19 Q. With your current employer. 20 A. We have kind of a standard office protocol, 21 but, no, there is no tie-in to a performance; you've got 22 to get so many dollars, or anything of that nature, no. 23 Q. Is the -- we discussed the commission portion 24 of your compensation was treated as a draw. Is the 25 salary portion treated as a draw?</p>	<p>10:31:50-10:33:43</p> <p>Page 56</p> <p>1 A. I don't know that exact without looking at all 2 the detail. But as far as I -- as far as I know, the 3 commission -- not all the commission portion, but the 4 salary portion of that had been met. 5 Q. Is there a reason that you wouldn't know that? 6 A. Well, because of one of the accounts was in 7 dispute, and I don't know that it ever gotten taken care 8 of. 9 Q. Which account are you referring to? 10 A. I believe it was November of 2014. We had 11 done a transaction on Thanksgiving weekend with a 12 company called Snake River Dental. We had -- they were 13 negotiating on a billboard in -- over in Payette County, 14 and located in Fruitland. They had -- I had gotten a 15 contract on the last day prior to cut off of that 16 contract, that when she faxed the order in to us, there 17 was a technical problem with her equipment, or our 18 equipment. I'm not sure which piece of equipment was 19 having the issue. But it took us about three attempts 20 to catch up with her, and we were dealing with a holiday 21 weekend and -- before we got everything ironed out. 22 And Sue is a real dot your I's cross your T's 23 kind of a gal, and she would not have submitted or 24 turned in a contract that -- even though it was done 25 within the time span to be able to be commissioned on</p>
<p>10:29:53-10:31:45</p> <p>Page 55</p> <p>1 A. No. And I don't know if that's consistent 2 throughout our entire sales team or not. A lot of them 3 have been there a very long time. I would have to 4 speculate, and I'm not going to do that. 5 Q. When did you first start with your current 6 employer? 7 A. I believe my start date was, if I'm not 8 mistaken, right at April. 9 Q. When you tendered your letter of resignation, 10 did you request that the -- it's my understanding that 11 you've requested what you were owed at that point; is 12 that correct? 13 A. That is correct. 14 Q. Was that paid? 15 A. Well, not the balance of the contracts were 16 not paid at that point. I believe the last month's 17 commission basis was paid. There was an exception to 18 a -- and I can't remember exactly where it fell there, 19 but we had one account that we had some disagreement 20 going on, where I don't believe that I received my 21 renewal percentage on. But that the salary -- the 22 salary portion of the agreement had been met. 23 Q. It's fair to say then that, with the exception 24 of what is in dispute, that you were paid everything 25 that you were owed at that point?</p>	<p>10:33:47-10:35:21</p> <p>Page 57</p> <p>1 it, until, you know, she actually had it -- I's dotted, 2 T's crossed, exactly the way she wanted it to go -- be 3 turned in for submission. 4 Q. When was the contract you are referring to 5 originally faxed? 6 A. If I'm not mistaken, the 23rd or 24th of 7 November, just prior to the weekend. 8 Q. Where would that have been faxed to? 9 A. To Canyon Outdoor Media. 10 Q. Can you tell me how -- well, let's take a step 11 back, and tell me how you believe you -- or how this 12 contract would have been obtained. When did you first 13 contact Snake River Dental? 14 A. Oh, I've been working with them for a little 15 over 30 days prior to the contract being done. We had a 16 wife that was wanting to buy a surprise birthday present 17 for her husband, a dentist in Payette County. And 18 that's why they originally bought that contract is she 19 was wanting to surprise him, put his face up on a 20 billboard. 21 Q. And you had said that the contract was 22 originally faxed. Was it faxed after that? 23 A. There was multiple copies of that trying to 24 get cleaned up. It was only sending through partial 25 documentation. So it was kind of a hit or miss as how</p>

<p>10:35:24-10:36:39 Page 58</p> <p>1 it was coming through. I believe that was on her 2 computer side she was having issues, because she was 3 trying to do this from home, instead of out of her 4 husband's office. She wanted to get that in before her 5 and her family left, down to Utah, for the holiday 6 weekend. And I know we got the contract in on time, but 7 a legible copy was kind of the dispute. And we just 8 knew that it was something -- a clerical error that we 9 had to get fixed.</p> <p>10 Q. And how do you know that you got the contract 11 in on time?</p> <p>12 A. I was responsible for turning those in to Sue.</p> <p>13 Q. Specifically, was the contract faxed to Canyon 14 Outdoor Media's fax number?</p> <p>15 A. Yes, it was.</p> <p>16 Q. And that would have been prior to the cut-off 17 date for November?</p> <p>18 A. Correct.</p> <p>19 Q. And what was that -- what was that cut-off 20 date?</p> <p>21 A. The 25th, which fell on a holiday weekend.</p> <p>22 Q. In October of 2013, were you aware that no 23 checks were deposited in October of 2013?</p> <p>24 A. 2013?</p> <p>25 Q. Sorry. You are correct. With regard to</p>	<p>10:37:57-10:39:23 Page 60</p> <p>1 deposit was made in -- in 2014, I guess now. And I was 2 trying -- I just indicated to you, that I wasn't 3 involved in the deposits structure in any way.</p> <p>4 Q. Were you aware that no payments from Canyon 5 Outdoor Media customers were deposited in October of 6 2014?</p> <p>7 A. No, I wouldn't be aware of that.</p> <p>8 Q. Were you aware that, approximately, twice the 9 normal amount, the dollar amount of payments from 10 customers was deposited in November of 2014?</p> <p>11 MR. RUNSVOLD: I'm going to object as assuming 12 facts not in evidence here.</p> <p>13 MR. SPIKER: I disagree. I'm asking if he was 14 aware of something.</p> <p>15 MR. RUNSVOLD: You can ask him whether or not 16 he's aware of the transaction, the deposits.</p> <p>17 THE WITNESS: I'm not. All payroll deposits 18 was done between Sue and Curt. I had no involvement in 19 that.</p> <p>20 Q. (BY MR. SPIKER) I'm not asking --</p> <p>21 A. And I'm not aware of anything -- a deposit not 22 being made, or being made. I wasn't aware of any of 23 that.</p> <p>24 Q. So this is something that you've never 25 discussed with Mr. Massood?</p>
<p>10:36:42-10:37:50 Page 59</p> <p>1 October of 2014.</p> <p>2 A. I had nothing to do with depositing of any 3 payroll, or any of that. That was all between Sue and 4 Curt.</p> <p>5 Q. What are you referring to when it was -- when 6 you say, it's all between Sue and Curt?</p> <p>7 MR. RUNSVOLD: I'm confused. What time frame 8 are we talking about? You said October 2013. But I 9 think then you corrected yourself.</p> <p>10 MR. SPIKER: To October of 2014.</p> <p>11 MR. RUNSVOLD: 2014.</p> <p>12 THE WITNESS: Okay. And what are you asking 13 there again? Can you repeat that?</p> <p>14 Q. (BY MR. SPIKER) You had -- you had made a 15 reference to something was between Sue and Curt.</p> <p>16 A. Right.</p> <p>17 Q. And I'm curious what that is.</p> <p>18 A. The whole checking account, any of that, 19 checks being cut was all done between those two. I had 20 no involvement in that, other than turning in 21 transactions to be paid commissions on.</p> <p>22 Q. What do you -- to the extent of your 23 knowledge, not what you're responsible for, what 24 occurred in October of 2014 that you are referring to?</p> <p>25 A. You were asking me if I was -- knew about no</p>	<p>10:39:25-10:41:11 Page 61</p> <p>1 A. No, not as far as a -- no, a deposit that came 2 up missing; is that what you are alluding to?</p> <p>3 Q. What I'm referring to, is that it is my 4 understanding that no deposits of customer payments were 5 made in October of 2013, and, approximately, twice the 6 normal volume of deposits was made in November 2014?</p> <p>7 A. That would all be between Curt and Sue. I had 8 no aware -- didn't even cross my mind. I don't know 9 anything about that. That was all up to them.</p> <p>10 Q. If more -- under the February 28th, 2014 11 agreement, would you have benefited if additional funds 12 were deposited in a month that you were -- that you 13 would have qualified for higher tier of commission?</p> <p>14 A. So if you are saying -- I guess I'm trying to 15 clarify here. But so you are -- I guess what you are 16 asking, is if there was multiple deposits, or two months 17 worth of deposits made in one month, and I didn't have 18 commissions in one month, and I -- as far as my renewal 19 percentage in one month versus another month, yes, there 20 could be a factor there for the fact that depending upon 21 how many net new contracts I brought in.</p> <p>22 Q. Would this Snake River Dental contract that 23 appears to be in dispute, if that was counted as a 24 contract for the November period, would that have 25 increased your commission tier?</p>

10:41:14-10:43:12	Page 62	10:44:53-10:46:14	Page 64
<p>1 A. I would have to check back to see that. I</p> <p>2 don't know. I would have to see what the previous</p> <p>3 months are. I don't know if I can answer that.</p> <p>4 Now, just to clarify on the Snake River</p> <p>5 Dental. I did receive my commission check on that, but</p> <p>6 I did not receive my renewal bonus for that account.</p> <p>7 Q. Can you define what you mean by "renewal</p> <p>8 bonus"?</p> <p>9 A. Well, I use the word "bonus," but what</p> <p>10 I'm -- to this document that was done in February 28, my</p> <p>11 percentage of renewal commissions would be based upon</p> <p>12 how many net new contracts I would have gotten in on a</p> <p>13 monthly basis. So it could affect how many contracts</p> <p>14 were put in, and what percentage I would receive.</p> <p>15 Q. So you were saying, you were entitled to</p> <p>16 additional funds because of that contract?</p> <p>17 A. If it would have counted, correct. If you</p> <p>18 would have counted it, correct.</p> <p>19 Q. And at the time you resigned in April of 2015,</p> <p>20 whether you were entitled to those additional funds, was</p> <p>21 in dispute?</p> <p>22 A. Correct.</p> <p>23 Q. And at the time you resigned in April of 2014,</p> <p>24 did you receive all of the commission and salary portion</p> <p>25 of your compensation that you were entitled to as of the</p>	<p>1 As far as, we could see the signature. We could see the</p> <p>2 agreement. We were only getting partial portions of the</p> <p>3 contract. There was like two or three different</p> <p>4 attempts to do that. Sue had copies of all of those,</p> <p>5 because she kept a very good paper trail to keep Curt</p> <p>6 informed of exactly where we were at. I know he</p> <p>7 gathered them up at one point. I don't know -- Sue has</p> <p>8 those contracts.</p> <p>9 Q. So CenturyLink was the phone provider for</p> <p>10 Canyon Outdoor Media?</p> <p>11 A. Part of the time, yes.</p> <p>12 Q. In November of 2014 and December of 2014?</p> <p>13 A. Yes.</p> <p>14 Q. There were --</p> <p>15 A. Well, not in the office, as far as the cell</p> <p>16 phones.</p> <p>17 Q. Do you know who the fax provider in November</p> <p>18 of 2014 --</p> <p>19 A. I have no idea.</p> <p>20 Q. -- to 2015?</p> <p>21 A. That's all office clerical stuff. I have no</p> <p>22 idea there.</p> <p>23 Q. What are you asserting that you are owed from</p> <p>24 Canyon Outdoor Media today?</p> <p>25 A. The outstanding payment stream of the</p>		
10:43:17-10:44:48	Page 63	10:46:21-10:48:28	Page 65
<p>1 date you resigned, with the exception of that Snake</p> <p>2 River Dental contract?</p> <p>3 A. It would have affected my percentages on my</p> <p>4 renewal portion of my commission. So there was more</p> <p>5 than one account that is involved in that.</p> <p>6 Q. With what you are saying is more than one</p> <p>7 account was involved, would that have been considered in</p> <p>8 dispute?</p> <p>9 A. Yes, because the percentage change based on</p> <p>10 how many new contracts you got turned in. Snake River</p> <p>11 Dental was a net new contract. We did an annual</p> <p>12 contract with them. In fact, he even negotiated -- they</p> <p>13 had inquired if they paid upfront, if he would</p> <p>14 take -- you know, get them any kind of discount. Curt</p> <p>15 agreed to give them a 10 percent discount for paying for</p> <p>16 the whole annual contract upfront.</p> <p>17 Q. But everything else that you were entitled</p> <p>18 to -- that you believe you were entitled to as of the</p> <p>19 date -- payments that were received as of the date you</p> <p>20 resigned, you were paid?</p> <p>21 A. Correct, with the exception of the renewal</p> <p>22 portion of -- that we had never worked out. He was</p> <p>23 trying to say that we had turned this contract in a week</p> <p>24 late, when we were just clearing up a clerical error</p> <p>25 from when the thing was being sent electronically to us.</p>	<p>1 contracts that I had brought into Canyon Outdoor Media.</p> <p>2 These contracts have a start and an end date so -- and</p> <p>3 they are ending and starting at -- in multiple months</p> <p>4 throughout the year.</p> <p>5 Q. When you first contacted my client, were you</p> <p>6 requesting the outstanding payment stream from both</p> <p>7 renewal and new contracts?</p> <p>8 A. No, I originally had talked to Curt, because I</p> <p>9 thought that I would just try to make it easy. I was</p> <p>10 only going after my net new accounts, because I figured</p> <p>11 I would eliminate an argument there, because of the</p> <p>12 percentage basis going forward.</p> <p>13 I tried to negotiate with him directly</p> <p>14 multiple times. And he had made a claim that -- that I</p> <p>15 had retained some documentation from a former employee,</p> <p>16 that he had negotiated with paying off contracts, that</p> <p>17 was on an old computer, and a document that I hadn't</p> <p>18 seen. But he had told me that Jeff -- but it was</p> <p>19 settled on a percentage basis.</p> <p>20 And my reply to him, if I remember correctly,</p> <p>21 was that I had no idea how many contracts he had. You</p> <p>22 know, he might have gotten fully paid for everything</p> <p>23 that he had coming. And that was all prior to me</p> <p>24 becoming an employee at Canyon Outdoor Media.</p> <p>25 Q. Have you discussed your claims against Canyon</p>		

10:48:32-10:49:55

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1 Outdoor Media with the Idaho Department of Labor?
2 A. Yes, I did.
3 Q. When did you do that?
4 A. Right after I resigned, I went and talked to
5 Idaho Department of Labor. They indicated to me
6 that -- well, I did that after I had talked to Curt,
7 hoping we could just settle this amicably, and be done
8 with it.
9 And he made a ridiculous offer of \$2,500 to
10 just to squash it at that point. I said, well, that
11 doesn't even make sense. It's such a small percentage
12 of what is owed. I turned that down to him. I
13 contacted the Department of Labor. The Department of
14 Labor says that they only represent claims up to \$5,000,
15 and I would have to get private counsel to represent me
16 in this labor issue.
17 Q. Did -- who did you speak with at the
18 Department of Labor?
19 A. I don't recall the name of that person.
20 Q. Which office did you speak with?
21 A. Nampa office.
22 Q. Did you go in, or did you make a phone call?
23 A. I went in.
24 Q. Did the representative of the Idaho Department
25 of Labor give you an opinion as to the validity of your

10:49:59-10:51:56

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1 claim?
2 A. Primarily, they were bowing out, because of
3 the dollar amount exceeded of what they were able to
4 represent a -- an employee claim for. So that was a
5 referral process to them, you know, to go find private
6 counsel.
7 Q. Did you receive anything in writing from them?
8 A. I don't believe so.
9 Q. Can you describe what you told them when you
10 went in for that meeting?
11 A. I described to them that -- how we got paid on
12 our commissions, and our -- and that we were net -- you
13 know, after the customer paid, we would receive our
14 percentage of that commission basis, depending upon if
15 they were net new, a customer, or a renewal customer.
16 I explained all those things with them, as far
17 as how I got reimbursed. And they had indicated to me
18 that I was being -- I was misclassified tax-wise,
19 because of the 1099. They said I should have been a W-2
20 employee the entire time the way I was being
21 compensated.
22 Q. Are you aware of any documents, or emails, or
23 any other form of communication that would set forth,
24 that you were entitled to what you referred to as the
25 "outstanding payment stream" after your resignation?

10:52:00-10:53:15

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1 A. That was a verbal conversation between Curt
2 and myself.
3 Q. And was that -- my recollection is, you said
4 that occurred, approximately, at the time that Emile
5 quit. Is that the conversation you are referring to?
6 A. Correct.
7 Q. Was that the only time that matter was
8 discussed?
9 A. Well, and after the fact, when I was trying to
10 negotiate with him. I had done a little research, and
11 found out that -- that I needed to make a demand notice
12 at the time of resignation as far as for those
13 outstanding commissions. I did put that, and include
14 that as part of my resignation letter. Also, that I was
15 expecting those -- that to be compensated for those
16 contracts that I produced.
17 Q. Do you believe that under the terms of your
18 agreement that, assuming, for the sake of argument, that
19 you were entitled to, let's say, the 10 percent
20 commission on new contracts, were you entitled to
21 receive that money before Canyon Outdoor Media's
22 customers paid Canyon Outdoor Media?
23 A. I would have been willing to work out through
24 those arrangements. We never quite got that far. The
25 only offer that was made to me was -- at that point, was

10:53:19-10:54:43

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1 for a \$2,500 settlement by Curt.
2 Q. The question I asked is whether the terms of
3 your compensation agreement, whether you were entitled
4 to payment of any commission before Canyon Outdoor Media
5 received payment from its customers?
6 A. No, I didn't feel that I -- there was nothing
7 discussed about that as far as when, before or after,
8 you know, the customer paid. I made the
9 assumption -- you -- I mean, quite frankly, I didn't
10 care if he continued to pay me on a monthly basis for
11 the contracts as the customers came in. I was looking
12 for a lump sum. That's why I was trying to negotiate
13 with him on only my net new percentage to try to put
14 that into a -- you know, so that it wasn't going on
15 until the end of time.
16 Q. I understand that what you were looking for
17 was a lump sum. But under the term of your compensation
18 agreement, had you ever been paid prior to Canyon
19 Outdoor Media -- excuse me -- paid a commission, prior
20 to Canyon Outdoor Media receiving payment from the
21 customer?
22 A. Not that I'm aware of.
23 MR. SPIKER: Do you mind if we take a rest
24 room break?
25 MR. RUNSVOLD: That would be fine.

10:54:46-11:34:00

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1 MR. SPIKER: Can we go off the record?
2 THE VIDEOGRAPHER: The time is, approximately,
3 10:55. And we are off the record.
4 (A recess was had.)
5 THE VIDEOGRAPHER: We are back on the record.
6 The time is, approximately, 11:33.
7 Q. (BY MR. SPIKER) Earlier we had discussed one
8 of your previous coworkers, Emile. When he quit at the
9 end -- at the beginning of 2014, what happened with the
10 contracts that he was servicing?
11 A. Well, depend -- when -- as they came up for
12 renewal, I kind of jumped on them, because I was the
13 only sales representative at that time.
14 Q. With regard to any calls that came in for
15 customer service on those contracts prior to the
16 renewals, did you handle those?
17 A. It just depends upon if there was another
18 employee. We all kind of shared that load.
19 Q. Are you aware of any other -- or any other
20 individual that either -- that previously worked for
21 Canyon Outdoor Media, that received commissions for
22 payments that were received after they were -- either
23 quit or terminated?
24 A. The only one that I'm aware of is the one that
25 Curt brought to my attention, which was -- Jeff, who was

11:34:07-11:35:28

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1 a former employee, not when I worked there. When he
2 referred back to the contract that was on the old
3 computer, that he thought that I had, to where he had
4 made a settlement with him. But that's the only one
5 that I'm aware of.
6 Q. What was your understanding of that event?
7 A. Really, that it was negotiated for a
8 settlement, how it was described to me. And I said, you
9 know, I hadn't seen that documentation. He was
10 inquiring, wondering if that's where I had gotten some
11 of my information, was based upon this old contract that
12 supposedly was on one of the old computers in Canyon
13 Outdoor, that I used for a portion of the time that I
14 was there.
15 Q. Do you -- do you know whether Jeff quit or --
16 A. I don't know. That all took place prior to me
17 being there.
18 Q. With regard to your current employer, how do
19 they address the payment of employment taxes?
20 A. Withheld based upon the gross that you
21 generate on a monthly basis.
22 Q. Was that the same as to how Cabela's handled
23 that?
24 A. Correct.
25 Q. And then did you receive an offer letter from

11:35:31-11:37:53

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1 your current employer -- current employer?
2 A. I don't remember if I received an offer letter
3 or not. I think there was an original offer that was
4 made, and I -- I believe that was in contract form. But
5 I would have to do some searching to be able to verify
6 that.
7 There was one thing that I also wanted to
8 clear up. When you were asking about taxes for 2014, I
9 don't believe that I -- I think I indicated that they
10 were filed. I don't believe they have been filed, but
11 we're working on them under an extension is how I
12 understand that to be. I just wanted to clarify that.
13 I don't think they have been filed under 2014. But I
14 think -- I think we are working under that, the
15 extension.
16 Q. Is there anything else you think I should know
17 about the claim you are making against my client?
18 A. Not that I'm aware of. I think my attorney
19 has provided you with all the documentation to support
20 our case.
21 Q. For 2013 and 2014, particularly 2014, did you
22 make quarterly payments to the IRS?
23 A. No.
24 Q. Prior to Canyon Outdoor Media, were you ever
25 employed -- and I understand you dispute the

11:37:56-11:39:38

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1 characterization with Canyon Outdoor Media. But prior
2 to two-thousand- -- October of 2013, were you ever
3 employed as an independent contractor?
4 A. Not that I'm aware of.
5 Q. So then with 2014, you testified that you
6 didn't pay any quarterly payments. Did you make any
7 other form of estimated payments to the IRS in 2014?
8 A. I have not.
9 Q. If over the course of the next couple of
10 weeks, or through trial, you remember some information
11 that you probably should have said in response to these
12 questions, can you tell your attorney, and have him let
13 me know? And then in addition, you said that you had
14 provided documentation. It's my understanding that
15 you're in the process of doing that. If you think of
16 anything else, can you please provide those?
17 A. If he feels it's relevant for you to have it,
18 you bet ya.
19 MR. SPIKER: Those are really all the
20 questions I have at this time. Given that we are in the
21 middle of written discovery, I would like to leave the
22 deposition open.
23 MR. RUNSVOLD: That's fine.
24 THE VIDEOGRAPHER: Okay. Are we concluded,
25 then?

11:39:42-11:39:51

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1 MR. SPIKER: For -- for today.
2 MR. RUNSVOLD: I have no questions.
3 THE VIDEOGRAPHER: The deposition is concluded
4 for today. And the time is, approximately, 11:40. And
5 we are off the record.
6 (Deposition concluded at 11:39 a.m.)
7 (Signature requested.)
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1 CERTIFICATE OF WITNESS
2 I, ALLEN G. NETTLETON, being first duly sworn,
3 depose and say:
4 That I am the witness named in the foregoing
5 deposition, Volume I, consisting of pages 1 through 74;
6 that I have read said deposition and know the contents
7 thereof; that the questions contained therein were
8 propounded to me; and that the answers contained therein
9 are true and correct, except for any changes that I may
10 have listed on the Change Sheet attached hereto:
11 DATED this ____ day of _____, _____.
12
13
14 ALLEN G. NETTLETON
15
16 SUBSCRIBED AND SWORN to before me this ____ day
17 of _____, 20____.
18
19
20 NAME OF NOTARY PUBLIC
21
22 NOTARY PUBLIC FOR _____
23 RESIDING AT _____
24 MY COMMISSION EXPIRES _____
25

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1 ERRATA SHEET FOR ALLEN G. NETTLETON
2 Page ____ Line ____ Reason for Change ____
3 Reads ____ Should Read ____
4
5 Page ____ Line ____ Reason for Change ____
6 Reads ____ Should Read ____
7
8 Page ____ Line ____ Reason for Change ____
9 Reads ____ Should Read ____
10
11 Page ____ Line ____ Reason for Change ____
12 Reads ____ Should Read ____
13
14 Page ____ Line ____ Reason for Change ____
15 Reads ____ Should Read ____
16
17 Page ____ Line ____ Reason for Change ____
18 Reads ____ Should Read ____
19
20 Page ____ Line ____ Reason for Change ____
21 Reads ____ Should Read ____
22
23 Page ____ Line ____ Reason for Change ____
24 Reads ____ Should Read ____
25 You may use another sheet if you need more room.
WITNESS SIGNATURE _____

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1 REPORTER'S CERTIFICATE
2 I, COLLEEN P. ZEIMANTZ, CSR No. 345, Certified
3 Shorthand Reporter, certify:
4 That the foregoing proceedings were taken
5 before me at the time and place therein set forth, at
6 which time the witness was put under oath by me;
7 That the testimony and all objections made were
8 recorded stenographically by me and transcribed by me or
9 under my direction;
10 That the foregoing is a true and correct record
11 of all testimony given, to the best of my ability;
12 I further certify that I am not a relative or
13 employee of any attorney or party, nor am I financially
14 interested in the action.
15 IN WITNESS WHEREOF, I set my hand and seal this
16 21st day of January, 2016.
17
18
19
20
21 COLLEEN P. ZEIMANTZ, CSR 345
22 Notary Public
23 P.O. Box 2636
24 Boise, Idaho 83701-2636
25 My commission expires September 7, 2017.

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CANY N

Outdoor Media, LLC


PO Box 16661 Boise, ID 83715

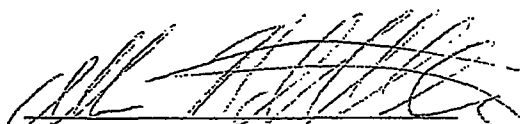
February 28, 2014

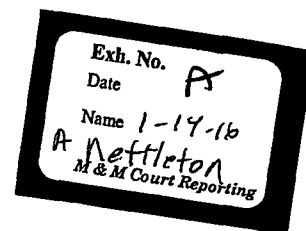
NEW COMMISSION RATES ARE AS FOLLOWS:

	PERCENTAGE OF RENEWALS
2 New Contracts x 12 months = 24 months	5%
3 New Contracts x 12 months = 36 months	7 ½ %
4 New Contracts x 12 months = 48 months	10%

New Contracts will be paid at a Rate of 10% of the Monthly Revenue.


Curtis Massood


Allen Nettleton



DEF000429

000059

the sky's the limit **CANYON**
Outdoor Media, LLC

The agency / advertiser (undersigned) hereby contracts with **Canyon Outdoor Media, LLC** for the outdoor advertising face(s) and products named herein, upon all the terms and conditions set forth in this agreement for the period specified below, billing to commence on the start date referenced below. This agreement covers the following:

Advertiser: Peak Broadcasting of Boise LLC **Contact:** Kevin Godwin **Ph:** 208-344-6363
Cell: 208-275-8132

Billing Address: 827 East Park Blvd
Suite/Floor: 100 **City:** Boise **ST:** ID **Zip:** 83712 **Fax:** _____

Rental Location(s): Sign # 11L @ 1311 12 Ave, 13R @ 1420 Midland, 14L @ 1110 Caldwell, 17R @ 10257 Hyw 20/26, 25R @ 1515 E Fairview, 28R @ 9800 Chinden, 29L @ 9900 Chinden and 32L @ 16520 Midland. 2 Month Contract.

Contract Start Date: October 1st 2013 **Contract End Date:** November 30th 2013

Monthly Rate Per Face: Package **Number of Faces:** 8 **Total Amount Per Month:** \$6,250.00

Artwork: Advertiser may provide camera ready / digital artwork / layout OR Advertiser may elect to have **Canyon Outdoor Media, LLC** provide artwork, based upon advertisers' recommendations.

Advertising Vinyl Production and Installation: The charge for producing artwork and vinyl is ~~\$800.00 (see comments below)~~. Advertiser will receive a final artwork proof for approval prior to vinyl production. **Canyon Outdoor Media, LLC** reserves the right to refuse advertising copy which it considers to be in violation of existing laws, offensive, false, misleading or deceptive.

Extensions: Extensions will be charged at an additional rate of \$25.00 a square foot.


Payment Terms & Conditions: First month's rent is required by **Canyon Outdoor Media, LLC** upon contract execution. Second month's payment shall be due within thirty (30) days of receipt of invoice. If payment is not received in a timely manner by **Canyon Outdoor Media, LLC**, then **Canyon Outdoor Media, LLC** shall have the right to cancel this agreement, remove the advertising vinyl and seek payment in full in accordance with the contract terms and conditions. Advertiser and/or principals shall be personally responsible for all expenses incurred including but not limited to accrued rent, collection, and/or attorney's fees that **Canyon Outdoor Media, LLC** may incur in the collection of rental due. This contract is subject to credit approval.

Comments: Client to provide artwork, Client to pay vinyl production, install and take down \$500 per each location.
Eight locations total \$4,000 total

This agreement constitutes the entire agreement between the parties and may not be changed, altered or modified without written consent of the parties hereto.

Agreed upon this 18th day of September, 2013


Canyon Outdoor Media, LLC Emile Lemoine

This supersedes previous Agreement that didn't include Location Addresses (K)

Advertiser (Signature)

Exh. No.	B
Date	
Name	1-14-16
	A. Nettleton
	M & M Court Reporting

Canyon Outdoor Media, LLC

Monthly Revenue Detail

November 21 through December 23, 2013

Cash Basis

Date	Num	Name	Memo	Paid Amount
Advertising Revenue				
11/21/2013	5101	Brewforia	10/01/13 thru 10/31/13 Ad Space Rent for 7800 W State (Sign 22-RHR)	1,500.00
11/21/2013	5149	St Alphonsus Hospital	11/01/13 thru 11/30/13 Ad Space Rent for 1719 Karcher Rd (Sign 15-RHR)	1,000.00
11/21/2013	5148	St Alphonsus Hospital	11/01/13 thru 11/30/13 Ad Space Rent for 1614 Karcher Rd., Nampa (Sign 31-RHR)	1,200.00
11/21/2013	5158	Buffalo Wild Wings	12/01/13 thru 12/31/13 Ad Space Rent for 1719 Karcher Rd (Sign 16-LHR)	900.00
11/21/2013	5158	Buffalo Wild Wings	12/01/13 thru 12/31/13 Ad Space Rent for 3011 Caldwell Blvd (Sign 16-RHR)	800.00
11/21/2013	5159	Capital Educators Federal Cre...	12/01/13 thru 12/31/13 Ad Space Rent for State Street & Hwy 55 (Sign 01-RHR)	1,250.00
11/21/2013	5161	Great Floors	12/01/13 thru 12/31/13 Ad Space Rent for State Street & Hwy 55 (Sign 01-LHR)	800.00
11/21/2013	5161	Great Floors	12/01/13 thru 12/31/13 Ad Space Rent for Victory Rd & Cole Rd (Sign 03-LHR)	800.00
11/21/2013	5161	Great Floors	12/01/13 thru 12/31/13 Ad Space Rent for 407 Franklin Blvd (Sign 18-RHR)	800.00
11/21/2013	5161	Great Floors	12/01/13 thru 12/31/13 Ad Space Rent for Fairview & Locust Grove North (Sign 28-LHR)	800.00
11/21/2013	5169	Roaring Springs	12/01/13 thru 12/31/13 Ad Space Rent for 1515 E. Fairview Ave. (Sign 25-LHR) - Digital Board	1,100.00
11/27/2013	5110	Idaho Dept. of Transportation	09/30/13 thru 10/27/13 Ad Space Rent for 1614 Karcher Rd., Nampa (Sign 31-RHR) - Digital ...	1,000.00
11/27/2013	5121	Positive Changes	10/01/13 thru 10/31/13 Ad Space Rent for Victory Rd & Cole Rd (Sign 03-RHR)	1,000.00
11/27/2013	5121	Positive Changes	10/01/13 thru 10/31/13 Ad Space Rent for Locust Grove South (Sign 27-RHR)	1,200.00
11/27/2013	5121	Positive Changes	10/01/13 thru 11/30/13 Ad Space Rent for 10100 Chinden Blvd., Boise (Sign 30-LHR)	1,500.00
11/27/2013	5139	Home Federal Bank	11/01/13 thru 11/30/13 Ad Space Rent for 1636 Garnity Blvd (Sign 07-LHR)	700.00
11/27/2013	5139	Home Federal Bank	11/01/13 thru 11/30/13 Ad Space Rent for Fairview & Locust Grove North (Sign 28-RHR)	1,000.00
11/27/2013	5145	Peak Broadcasting of Boise, L...	11/01/13 thru 11/30/13 Ad Space Rent for Cole Rd & Victory (Sign 02-RHR)	1,065.67
11/27/2013	5145	Peak Broadcasting of Boise, L...	11/01/13 thru 11/30/13 Ad Space Rent for 3116 Garnity Blvd (Sign 08-LHR)	1,065.67
11/27/2013	5145	Peak Broadcasting of Boise, L...	11/01/13 thru 11/30/13 Ad Space Rent for 8126 W. State St. (Sign 23-LHR)	1,067.68
11/27/2013	5148	Peak Broadcasting of Boise, L...	11/01/13 thru 11/30/13 Ad Space Rent for 1311 12th Ave S. (Sign 11-LHR)	781.25
11/27/2013	5148	Peak Broadcasting of Boise, L...	11/01/13 thru 11/30/13 Ad Space Rent for 1420 Midland Rd (Sign 13-RHR)	781.25
11/27/2013	5148	Peak Broadcasting of Boise, L...	11/01/13 thru 11/30/13 Ad Space Rent for 1110 Caldwell Blvd (Sign 14-LHR)	781.25
11/27/2013	5148	Peak Broadcasting of Boise, L...	11/01/13 thru 11/30/13 Ad Space Rent for 10257 Hwy 20/29 (Sign 17-RHR)	781.25
11/27/2013	5148	Peak Broadcasting of Boise, L...	11/01/13 thru 11/30/13 Ad Space Rent for 1515 E. Fairview Ave. (Sign 25-RHR)	781.25
11/27/2013	5148	Peak Broadcasting of Boise, L...	11/01/13 thru 11/30/13 Ad Space Rent for 12th Street & Greenhurst (Sign 26-RHR)	781.25
11/27/2013	5148	Peak Broadcasting of Boise, L...	11/01/13 thru 11/30/13 Ad Space Rent for 9900 Chinden Blvd (Sign 29-LHR)	781.25
11/27/2013	5148	Peak Broadcasting of Boise, L...	11/01/13 thru 11/30/13 Ad Space Rent for 16520 Midland Blvd., Nampa (Sign 32-RHR)	781.25
11/27/2013	5170	Tamarack Resort	12/01/13 thru 12/31/13 Ad Space Rent for 6126 W. State St. (Sign 23-RHR)	1,000.00
11/27/2013	5111	Idaho Dept. of Transportation	09/30/13 thru 10/27/13 Ad Space Rent for 1515 E. Fairview Ave. (Sign 25-LHR) - Digital Boar...	1,000.00
12/8/2013	5082	Idaho Dept. of Transportation	09/09/13 thru 10/08/13 Ad Space Rent for 1614 Karcher Rd., Nampa (Sign 31-RHR) - Digital ...	1,000.00
12/8/2013	5153	Idaho Dept. of Transportation	11/11/13 thru 12/08/13 Ad Space Rent for 1515 E. Fairview Ave. (Sign 25-LHR) - Digital Boar...	1,000.00
12/8/2013	5153	Idaho Dept. of Transportation	11/11/13 thru 12/08/13 Ad Space Rent for 1614 Karcher Rd., Nampa (Sign 31-RHR) - Digital ...	1,000.00
12/8/2013	5168	Meats Royale	12/01/13 thru 12/31/13 Ad Space Rent for Cole Rd & Victory (Sign 02-LHR)	1,000.00
12/8/2013	5174	YMCA	12/18/13 thru 12/31/13 Ad Space Rent for 10100 Chinden Blvd., Boise (Sign 30-RHR)	600.00
12/13/2013	5100	Ameristar Casino	10/01/13 thru 10/31/13 Ad Space Rent for 1636 Garnity Blvd (Sign 07-RHR)	704.35
12/13/2013	5117	Little Caesars	10/18/13 thru 11/15/13 Ad Space Rent for 1116 Garnity Blvd (Sign 08-RHR)	800.00
12/13/2013	5126	Key Bank	10/01/13 thru 10/31/13 Ad Space Rent for 1614 Karcher Rd., Nampa (Sign 31-RHR) - Digital ...	1,200.00
12/13/2013	5130	Ameristar Casino	11/01/13 thru 11/30/13 Ad Space Rent for 1636 Garnity Blvd (Sign 07-RHR)	900.00
12/13/2013	5158	Ameristar Casino	12/01/13 thru 12/31/13 Ad Space Rent for 1636 Garnity Blvd (Sign 07-RHR)	900.00

Total Advertising Revenue

Service & Production

11/27/2013	5121	Positive Changes	Production Costs - Sign 03LHR and Sign 27RHR	2,400.00
12/13/2013	5100	Ameristar Casino	Production Costs - 08/18/13 - "38 Special" @ 07RHR @ 1636 Garnity Blvd	195.65

Total Service & Production

TOTAL

Ads 2nd East
Orig 1 month

Alt 2 = 6,250.00
x 10%

\$ 625.00

37,705.35

2,595.65

40,301.00

Exh. No.	C
Date	
Name	1-14-66
	A. Nettleton
	M & M Court Reporting

DEF000343

000061

NO. _____ FILED _____
A.M. _____ P.M. 440

FEB 29 2016

CHRISTOPHER D. RICH, Clerk
By TYLER ATKINSON
DEPUTY

JEFFREY M. WILSON, ISB No. 1615
LOUIS V. SPIKER, ISB No. 8281
WORST, FITZGERALD & STOVER, PLLC
3858 N. Garden Center Way, Ste. 200
Boise, ID 83703
P.O. Box 1544
Boise, ID 83701
Telephone: 208-345-9100
Facsimile: 208-384-0442
Attorney for Defendant

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,

Plaintiff,

v.

CANYON OUTDOOR MEDIA, LLC an
Idaho limited liability company,

Defendant.

CASE No.: CV OC 1514630

**DECLARATION OF CURTIS
MASSOOD IN SUPPORT OF MOTION
FOR SUMMARY JUDGMENT**

I, Curtis Massood, hereby declare and state the following:

1. I am a Manager of Canyon Outdoor Media, LLC, ("Canyon Outdoor Media") the above-named defendant and I make this affidavit based upon my own personal knowledge, information and belief.

2. In my capacity as Manager of Canyon Outdoor Media, I have personal knowledge of Canyon Outdoor Media's business records and have personal knowledge of the manner in which Canyon Outdoor Media keeps and maintains its business records.

3. Canyon Outdoor Media's records of the acts or events relating to the Plaintiff, including but not limited to agreements entered into by the Plaintiff, were created in the course of Canyon Outdoor Media's regularly conducted business activities at or near the time of the act or event by, or from information transmitted by, a person with knowledge of the act or event and it was and is Canyon Outdoor Media's regular practice to create and retain that information.

4. Canyon Outdoor Media is in the business of selling billboard advertising in southwestern Idaho.

5. Canyon Outdoor Media's salespersons were and are required to not only obtain new contracts and renewal contracts, but to provide ongoing customer service relating to those contracts. This includes soliciting the renewal of existing contracts, acting as the point of contact for customer questions and complaints, ensuring that billboards are not blocked by trees or other obstacles, ensuring that billboards are properly lit at night, and providing other aspects of customer service and relationship maintenance.

6. Alan Nettleton ("Nettleton") was hired in the fall of 2013 by Canyon Outdoor Media as an independent contractor to sell billboard advertising. Attached as Exhibit A are true and correct copies of the 2013 and 2014 IRS 1099 forms that were issued to Nettleton by Canyon Outdoor Media. When Nettleton was hired, I explained to him during the interview process that the position was an independent contractor position.

7. Initially Nettleton was responsible for servicing Canyon Outdoor Media's current customers and marketing Canyon Outdoor Media's advertising services to potential customers in Canyon County. Throughout his time with Canyon Outdoor Media, Nettleton was required to make a total of 60 cold calls on prospective customers a week. One average a cold will take approximately ten minutes and consists of a salesperson entering a prospective customer's place

of business and making contact with the manager or supervisor. At no time did Canyon Outdoor Media require Nettleton to work set hours.

8. In or about January of 2014, another independent contractor, Emile Lemoine ("Lemoine"), who was responsible for servicing Canyon Outdoor Media's current customers and marketing Canyon Outdoor Media's billboard advertising services to potential customers in Ada County quit. After Lemoine quit, Canyon Outdoor Media attempted to replace him with a different salesperson. During the time that Canyon Outdoor Media was attempting to replace Lemoine, I serviced Lemoine's new and renewal contracts. Susan Martin also helped to service Lemoine's new and renewal contracts during that time period, which took away from her other responsibilities and duties. A determination was then made for Nettleton to begin servicing some of Lemoine's contracts as customers renewed those contracts and for Nettleton to market potential customers in Ada County and Canyon County, rather than replacing Lemoine with a different salesperson. I continued to service several of Lemoine's contracts and customers at those customers' requests, such as Buffalo Wild Wings. It is worth noting that most of Lemoine's contracts and customers preceded him. Lemoine inherited the servicing of these contracts and customers from previous salespersons.

9. In March of 2015, Robert Hutchings ("Hutchings") began to work for Canyon Outdoor Media. Rather being hired as an independent contractor, Hutchings requested that he be hired as an employee. At that time Canyon Outdoor Media made the determination to transition Nettleton from an independent contractor to an employee. Nettleton was dissatisfied with the transition to employee because it resulted in taxes being deducted from his compensation.

10. I received a letter from Nettleton on April 10, 2015 in which Nettleton tendered his resignation. Following Nettleton's resignation, he was paid all of the compensation that he

was entitled to as of the date of his resignation by Canyon Outdoor Media. Nettleton was not paid any commission from revenues received by Canyon Outdoor Media following the date of his resignation because the terms of his employment required him to continue servicing the new and renewal contracts that he was responsible for in order to be entitled to receive commission from those contracts. In addition, Nettleton was not paid any base compensation following the date of his resignation because the terms of his employment required him to make 60 cold calls a week in order for Nettleton to be entitled to any base compensation.

11. Following Nettleton's resignation, Susan Martin and I serviced the contracts that Nettleton was responsible for, until a replacement salesperson could be brought on and trained. An additional staff member was hired on a part-time basis to allow Susan Martin additional time to service those contracts. Several salespersons were hired by Canyon Outdoor Media following Nettleton's resignation, but only stayed with Canyon Outdoor Media for a limited period of time. Canyon Outdoor Media was only able to fully replace Nettleton in the fall of 2015.

12. Nettleton's compensation from Canyon Outdoor Media included a base compensation component and a commission component.

13. Prior to February of 2014, Nettleton was required to produce 24 months of new contracts each month and make 60 cold calls on prospective new customers each week in order to be entitled to receive the base compensation component. However, Nettleton initially experienced difficulty meeting the requirement of 24 months of new contracts. However, until early 2014 Canyon Outdoor Media continued to pay Nettleton the base compensation component even when Nettleton did not obtain the required number of new contracts.

14. Attached as Exhibit B is a true and correct copy of a February 28, 2014 agreement between Canyon Outdoor Media and Nettleton regarding Nettleton's commission rates on new

and renewal contracts and minimum new contract requirements to reach each commission tier for renewal contracts. The commission rates and minimum new contract requirements to reach each commission tier on renewal contracts set by this agreement were not modified between February 28, 2014 and the date Nettleton tendered his letter of resignation.

15. Canyon Outdoor Media and Nettleton entered into the February 28, 2014 agreement in response to Nettleton's low production of new contracts in 2013 and early 2014. The agreement allowed Nettleton to continue to receive the base compensation component in exchange for making 60 cold calls a week but required Nettleton to produce a minimum amount of new contracts each month in order to be entitled commissions on the renewal contracts he serviced. This agreement was necessary because of the number of vacant billboards in Canyon Outdoor Media's inventory at the time.

16. A new contract is 1) a contract with a new customer to Canyon Outdoor Media or 2) contracts with an existing customer of Canyon Outdoor resulting in additional revenues above the existing contract revenue amount with that customer. A renewal contract is the renewal of an existing contract that does not result in additional revenues above the existing contract revenue amount with that customer, even if it results in advertising being placed at a different billboard location.

17. The commission that Nettleton was entitled to was determined on a monthly basis and was based on the revenues that Canyon Outdoor Media received during that month from new and renewal contracts that Nettleton was responsible for servicing.

18. At no time was Nettleton told that he or any other salesperson of Canyon Outdoor Media was or would be entitled to receive commission on new or renewal contracts once they stopped working for Canyon Outdoor Media.

19. It was a term of Nettleton's compensation throughout his employment with Canyon Outdoor Media that he was required to service the new and renewal contracts that he was responsible for in order to be entitled to commissions on those contracts. It was explained to

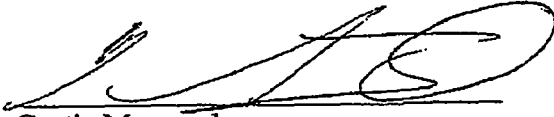
20. No other salesperson of Canyon Outdoor Media received commissions once they stopped servicing the new and renewal contracts that they were responsible for.

21. The expenses of Canyon Outdoor Media's business operation, including leases and production costs, are such that Canyon Outdoor Media would generally lose money on a contract if it paid commissions to former salespersons that were no longer servicing the account and paid for someone else to continue to service that contract.

22. Following the economic downturn in 2008, and a significant portion of Canyon Outdoor Media's customers not renewing their contracts, Canyon Outdoor Media made the determination to lay off Jeff Harker ("Harker"), who was employed as a salesperson at the time. Canyon Outdoor Media was simply unable to maintain two salespersons. Harker was paid a severance payment of \$2,500.00 when he was laid off. Harker was not paid commission on any revenues received on the contracts that he was previously responsible for and the amount of the severance payment was not related to the amount of commissions that Harker would have been entitled to if he was not laid off.

23. Attached as Exhibit C is a true and correct copy of a recording that I made of a telephone conversation between Nettleton and myself.

I declare under penalty of perjury pursuant to the law of the State of Idaho that the foregoing is true and correct.



Curtis Massood
Date 2-29-16

CERTIFICATE OF SERVICE

The undersigned certifies that on the 29th day of February, 2016, he caused a true and correct copy of the foregoing **DECLARATION OF CURTIS MASSOOD IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT** to be served upon the following persons in the following manner:

James M. Runsvold
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave., Ste C
PO Box 917
Caldwell, ID 83606
Attorney for Plaintiff

☒ U.S. Mail, postage prepaid
☐ E-mail:
☐ Overnight Mail
☐ Facsimile: 208-459-0288


LOUIS V. SPIKER
Attorney for Defendant

9595

☐ VOID☐ CORRECTEDPAYER'S name, street address, city or town, province or state, country, ZIP
or foreign postal code, and telephone no.CANYON OUTDOORMEDIA, LLC
9601 W. STATE STREET
BOISE, ID 83714
208-938-8880

1 Rents

\$

2 Royalties

\$

3 Other income

\$

OMB No. 1545-0115

2013

Form 1099-MISC

Miscellaneous
Income

PAYER'S federal identification number

68-0578108

RECIPIENT'S identification number

5 Fishing boat proceeds

\$

6 Medical and health care payments

\$

RECIPIENT'S name

ALLEN NETTLETON

7 Nonemployee compensation

\$

6515.00

8 Substitute payments in lieu of
dividends or interest

\$

Street address (including apt. no.)

54 JOSEPH DRIVE

9 Payer made direct sales of
\$5,000 or more of consumer
products to a buyer
(recipient) for resale ☐

10 Crop insurance proceeds

\$

City or town, province or state, country, and ZIP or foreign postal code

NAMPA, ID 83651

11 Foreign tax paid

\$

12 Foreign country or U.S. possession

Account number (see instructions)

2nd TIN not ☐13 Excess golden parachute
payments

\$

14 Gross proceeds paid to
an attorney

\$

15a Section 409A deferrals

\$

15b Section 409A income

\$

16 State tax withheld

\$

17 State/Payer's state no.

\$

18 State income

\$

Form 1099-MISC

16-0331690

www.irs.gov/form1099misc

Department of the Treasury - Internal Revenue Service

DEF000427

000069

DETACH BEFORE

FORM # LMISCFED

9595

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. CANYON OUTDOOR MEDIA, LLC 9601 W. STATE STREET BOISE, ID 83714 208-938-8880		1 Rents \$	OMB No. 1545-0115 2014 Form 1099-MISC	Miscellaneous Income
		2 Royalties \$		
		3 Other income \$	4 Federal income tax withheld \$	Copy A For Internal Revenue Service Center File with Form 1096.
PAYER'S federal identification number 68-0578108	RECIPIENT'S identification number 519-68-2112	5 Fishing boat proceeds \$	6 Medical and health care payments \$	
RECIPIENT'S name ALLEN NETTLETON		7 Nonemployee compensation \$ 36503.66	8 Substitute payments in lieu of dividends or interest \$	For Privacy Act and Paperwork Reduction Act Notice, see the 2014 General Instructions for Certain Information Returns.
Street address (including apt. no.) 54 JOSEPH DRIVE		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$	
City or town, state or province, country, and ZIP or foreign postal code NAMPA, ID 83651		11	12	
Account number (see instructions)	2nd TIN not <input type="checkbox"/>	13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$	
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no.	18 State income \$

Form 1099-MISC

36-1004130

www.irs.gov/form1099misc

Department of the Treasury - Internal Revenue Service

DEF00042800070

CANY N

Outdoor Media, LLC


PO Box 16661 Boise, ID 83715

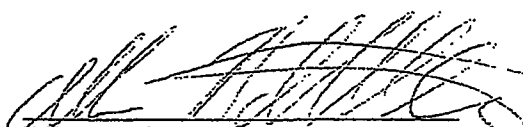
February 28, 2014

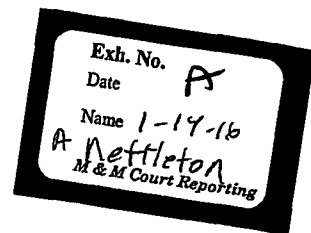
NEW COMMISSION RATES ARE AS FOLLOWS:

	PERCENTAGE OF RENEWALS
2 New Contracts x 12 months = 24 months	5%
3 New Contracts x 12 months = 36 months	7 ½ %
4 New Contracts x 12 months = 48 months	10%

New Contracts will be paid at a Rate of 10% of the Monthly Revenue.


Curtis Massood


Allen Nettleton



DEF000429

000071

The agency / advertiser (undersigned) hereby contracts with **Canyon Outdoor Media, LLC** for the outdoor advertising face(s) and products named herein, upon all the terms and conditions set forth in this agreement for the period specified below, billing to commence on the start date referenced below. This agreement covers the following:

Advertiser: Peak Broadcasting of Boise LLC **Contact:** Kevin Godwin **Ph:** 208-344-6363
Cell: 208-275-8132

Billing Address: 827 East Park Blvd
Suite/Floor: 100 **City:** Boise **ST:** ID **Zip:** 83712 **Fax:** _____

Rental Location(s): Sign # 11L @ 1311 12 Ave, 13R @ 1420 Midland, 14L @ 1110 Caldwell, 17R @ 10257 Hyw 20/26, 25R @ 1515 E Fairview, 28R @ 9800 Chinden, 29L @ 9900 Chinden and 32L @ 16520 Midland. 2 Month Contract.

Contract Start Date: October 1st 2013 **Contract End Date:** November 30th 2013

Monthly Rate Per Face: Package **Number of Faces:** 8 **Total Amount Per Month:** \$6,250.00

Artwork: Advertiser may provide camera ready / digital artwork / layout OR Advertiser may elect to have Canyon Outdoor Media, LLC provide artwork, based upon advertisers' recommendations.

Advertising Vinyl Production and Installation: The charge for producing artwork and vinyl is ~~\$800.00 (see comments below)~~. Advertiser will receive a final artwork proof for approval prior to vinyl production. Canyon Outdoor Media, LLC reserves the right to refuse advertising copy which it considers to be in violation of existing laws, offensive, false, misleading or deceptive.

Extensions: Extensions will be charged at an additional rate of \$25.00 a square foot.

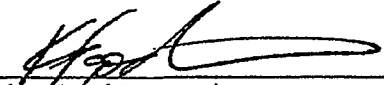
Payment Terms & Conditions: First month's rent is required by Canyon Outdoor Media, LLC upon contract execution. Second month's payment shall be due within thirty (30) days of receipt of invoice. If payment is not received in a timely manner by Canyon Outdoor Media, LLC, then Canyon Outdoor Media, LLC shall have the right to cancel this agreement, remove the advertising vinyl and seek payment in full in accordance with the contract terms and conditions. Advertiser and/or principals shall be personally responsible for all expenses incurred including but not limited to accrued rent, collection, and/or attorney's fees that Canyon Outdoor Media, LLC may incur in the collection of rental due. This contract is subject to credit approval.

Comments: Client to provide artwork, Client to pay vinyl production, install and take down \$500 per each location. Eight locations total \$4,000 total

This agreement constitutes the entire agreement between the parties and may not be changed, altered or modified without written consent of the parties hereto.

Agreed upon this 18th day of September, 2013


Canyon Outdoor Media, LLC Emile Lemoine

This supersedes previous Agreement that didn't include location addresses (K)

Advertiser (Signature)

Exh. No.	B
Date	
Name	1-14-16
A Nettleton	
M & M Court Reporting	

000072

Canyon Outdoor Media, LLC Monthly Revenue Detail

November 21 through December 23, 2013

Cash Basis

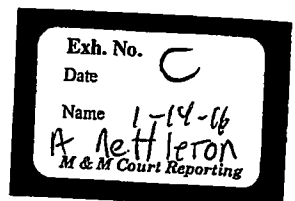
Date	Num	Name	Memo	Paid Amount
Advertising Revenue				
11/21/2013	5101	Brewforia	10/01/13 thru 10/31/13 Ad Space Rent for 7800 W State (Sign 22-RHR)	1,500.00
11/21/2013	5149	St Alphonsus Hospital	11/01/13 thru 11/30/13 Ad Space Rent for 1719 Karcher Rd (Sign 15-RHR)	1,000.00
11/21/2013	5149	St Alphonsus Hospital	11/01/13 thru 11/30/13 Ad Space Rent for 1614 Karcher Rd., Nampa (Sign 31-RHR)	1,200.00
11/21/2013	5158	Buffalo Wild Wings	12/01/13 thru 12/31/13 Ad Space Rent for 1719 Karcher Rd (Sign 15-LHR)	800.00
11/21/2013	5158	Buffalo Wild Wings	12/01/13 thru 12/31/13 Ad Space Rent for 3011 Caldwell Blvd (Sign 16-RHR)	800.00
11/21/2013	5159	Capital Educators Federal Crea...	12/01/13 thru 12/31/13 Ad Space Rent for State Street & Hwy 55 (Sign 01-RHR)	1,250.00
11/21/2013	5161	Great Floors	12/01/13 thru 12/31/13 Ad Space Rent for State Street & Hwy 55 (Sign 01-LHR)	800.00
11/21/2013	5161	Great Floors	12/01/13 thru 12/31/13 Ad Space Rent for Victory Rd & Cole Rd (Sign 03-LHR)	800.00
11/21/2013	5161	Great Floors	12/01/13 thru 12/31/13 Ad Space Rent for 407 Franklin Blvd (Sign 18-RHR)	800.00
11/21/2013	5161	Great Floors	12/01/13 thru 12/31/13 Ad Space Rent for Fairview & Locust Grove North (Sign 28-LHR)	800.00
11/21/2013	5169	Roaring Springs	12/01/13 thru 12/31/13 Ad Space Rent for 1515 E. Fairview Ave. (Sign 25-LHR) - Digital Board	1,100.00
11/27/2013	5110	Idaho Dept. of Transportation	08/30/13 thru 10/27/13 Ad Space Rent for 1614 Karcher Rd., Nampa (Sign 31-RHR) - Digital ...	1,000.00
11/27/2013	5121	Positive Changes	10/01/13 thru 10/31/13 Ad Space Rent for Victory Rd & Cole Rd (Sign 03-RHR)	1,000.00
11/27/2013	5121	Positive Changes	10/01/13 thru 10/31/13 Ad Space Rent for Locust Grove South (Sign 27-RHR)	1,200.00
11/27/2013	5121	Positive Changes	10/01/13 thru 10/31/13 Ad Space Rent for 10100 Chinden Blvd., Boise (Sign 30-LHR)	1,500.00
11/27/2013	5139	Home Federal Bank	11/01/13 thru 11/30/13 Ad Space Rent for 1636 Garrity Blvd (Sign 07-LHR)	700.00
11/27/2013	5139	Home Federal Bank	11/01/13 thru 11/30/13 Ad Space Rent for Fairview & Locust Grove North (Sign 28-RHR)	1,000.00
11/27/2013	5145	Peak Broadcasting of Boise, L...	11/01/13 thru 11/30/13 Ad Space Rent for Cole Rd & Victory (Sign 02-RHR)	1,066.67
11/27/2013	5145	Peak Broadcasting of Boise, L...	11/01/13 thru 11/30/13 Ad Space Rent for 3116 Garrity Blvd (Sign 08-LHR)	1,066.67
11/27/2013	5145	Peak Broadcasting of Boise, L...	11/01/13 thru 11/30/13 Ad Space Rent for 8126 W. State St. (Sign 23-LHR)	1,067.68
11/27/2013	5146	Peak Broadcasting of Boise, L...	11/01/13 thru 11/30/13 Ad Space Rent for 1311 12th Ave S. (Sign 11-LHR)	781.25
11/27/2013	5146	Peak Broadcasting of Boise, L...	11/01/13 thru 11/30/13 Ad Space Rent for 1420 Midland Rd (Sign 13-RHR)	781.25
11/27/2013	5146	Peak Broadcasting of Boise, L...	11/01/13 thru 11/30/13 Ad Space Rent for 1110 Caldwell Blvd (Sign 14-LHR)	781.25
11/27/2013	5146	Peak Broadcasting of Boise, L...	11/01/13 thru 11/30/13 Ad Space Rent for 10257 Hwy 20/29 (Sign 17-RHR)	781.25
11/27/2013	5146	Peak Broadcasting of Boise, L...	11/01/13 thru 11/30/13 Ad Space Rent for 1515 E. Fairview Ave. (Sign 25-RHR)	781.25
11/27/2013	5146	Peak Broadcasting of Boise, L...	11/01/13 thru 11/30/13 Ad Space Rent for 12th Street & Greenhurst (Sign 28-RHR)	781.25
11/27/2013	5146	Peak Broadcasting of Boise, L...	11/01/13 thru 11/30/13 Ad Space Rent for 9900 Chinden Blvd (Sign 29-LHR)	781.25
11/27/2013	5146	Peak Broadcasting of Boise, L...	11/01/13 thru 11/30/13 Ad Space Rent for 16520 Midland Blvd., Nampa (Sign 32-RHR)	781.25
11/27/2013	5170	Tamarack Resort	12/01/13 thru 12/31/13 Ad Space Rent for 5126 W. State St. (Sign 23-RHR)	1,000.00
11/27/2013	5111	Idaho Dept. of Transportation	09/30/13 thru 10/27/13 Ad Space Rent for 1515 E. Fairview Ave. (Sign 25-LHR) - Digital Boar...	1,000.00
12/6/2013	5082	Idaho Dept. of Transportation	09/09/13 thru 10/08/13 Ad Space Rent for 1614 Karcher Rd., Nampa (Sign 31-RHR) - Digital ...	1,000.00
12/6/2013	5153	Idaho Dept. of Transportation	11/11/13 thru 12/08/13 Ad Space Rent for 1515 E. Fairview Ave. (Sign 25-LHR) - Digital Boar...	1,000.00
12/6/2013	5153	Idaho Dept. of Transportation	11/11/13 thru 12/08/13 Ad Space Rent for 1614 Karcher Rd., Nampa (Sign 31-RHR) - Digital ...	1,000.00
12/6/2013	5166	Meats Royale	12/01/13 thru 12/31/13 Ad Space Rent for Cole Rd & Victory (Sign 02-LHR)	1,000.00
12/6/2013	5174	YMCA	12/16/13 thru 12/31/13 Ad Space Rent for 10100 Chinden Blvd., Boise (Sign 30-RHR)	600.00
12/13/2013	5100	Ameristar Casino	10/01/13 thru 10/31/13 Ad Space Rent for 1636 Garrity Blvd (Sign 07-RHR)	704.35
12/13/2013	5117	Little Caesars	10/16/13 thru 11/15/13 Ad Space Rent for 1116 Garrity Blvd (Sign 08-RHR)	600.00
12/13/2013	5125	Key Bank	10/01/13 thru 10/31/13 Ad Space Rent for 1614 Karcher Rd., Nampa (Sign 31-RHR) - Digital ...	1,200.00
12/13/2013	5130	Ameristar Casino	11/01/13 thru 11/30/13 Ad Space Rent for 1636 Garrity Blvd (Sign 07-RHR)	900.00
12/13/2013	5158	Ameristar Casino	12/01/13 thru 12/31/13 Ad Space Rent for 1636 Garrity Blvd (Sign 07-RHR)	900.00
Total Advertising Revenue				37,705.35
Service & Production				
11/27/2013	5121	Positive Changes	Production Costs - Sign 03LHR and Sign 27RHR	2,400.00
12/13/2013	5100	Ameristar Casino	Production Costs - 08/18/13 - "38 Special" @ 07RHR @ 1636 Garrity Blvd	195.65
Total Service & Production				2,595.65
TOTAL				<u>40,301.00</u>

TOTAL

Re: 2nd
CASH
DAY 1 MONTH.

ALL = 6,250.00
X 10%

\$ 625.00



DEF000343

000073

JEFFREY M. WILSON, ISB No. 1615
LOUIS V. SPIKER, ISB No. 8281
WORST, FITZGERALD & STOVER, PLLC
3858 N. Garden Center Way, Ste. 200
Boise, ID 83703
P.O. Box 1544
Boise, ID 83701
Telephone: 208-345-9100
Facsimile: 208-384-0442
Attorney for Defendant

NO. _____ FILED _____
A.M. _____ P.M. 440

FEB 29 2016

CHRISTOPHER D. RICH, Clerk
By TYLER ATKINSON
DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,)	
	)	CASE No.: CV OC 1514630
Plaintiff,)	
v.	)	MEMORANDUM IN SUPPORT OF
	)	MOTION FOR SUMMARY
CANYON OUTDOOR MEDIA, LLC an	)	JUDGMENT
Idaho limited liability company,)	
)	
Defendant.)	
_____)	

COMES NOW the Defendant, Canyon Outdoor Media, LLC ("Canyon Outdoor Media"), by and through their counsel of record, Worst, Fitzgerald & Stover, P.L.L.C., and submits this memorandum in support of its motion for summary judgment against Plaintiff Allen G. Nettleton ("Nettleton")

I.

INTRODUCTION

This action arises out of a claim for compensation for which Nettleton is simply not entitled to. Nettleton's Verified Complaint seeks only commissions on payments that Canyon

Outdoor Media received after Nettleton was no longer employed by Canyon Outdoor Media.

However, summary judgment should be granted to Canyon Outdoor Media because of the following operative facts:

- Following a conversion from an independent contractor to an employee, Nettleton because dissatisfied, at least in part because of the withholding of taxes from his paycheck, and tendered his resignation to Canyon Outdoor Media.
- Nettleton received all compensation that was due at the time of his resignation from Canyon Outdoor Media.
- Once he resigned and stopped servicing the new and renewal contracts that he had been responsible for, Nettleton was not entitled to receive commission on those contracts.
- Once he resigned and stopped producing new contracts, Nettleton failed to meet the minimum production requirements necessary to be entitled to commission on renewal contracts.

Accordingly, Canyon Outdoor Media seeks a determination from the Court that Idaho Code Section 45-601, et seq., is not applicable to Nettleton's claims and a determination from the Court that Nettleton was not entitled to any additional compensation once he tendered his resignation to Canyon Outdoor Media.

II.

STATEMENT OF FACTS

Canyon Outdoor Media is in the business of selling billboard advertising in southwestern Idaho. *Declaration of Curtis Massood in Support of Motion for Summary Judgment* ("Massood Declaration") at ¶4. Canyon Outdoor Media's salespersons were and are required to not only obtain new contracts and renewal contracts, but to provide ongoing customer service relating to those contracts. Massood Declaration at ¶5. This includes soliciting the renewal of existing contracts, acting as the point of contact for customer questions and complaints, ensuring that billboards are not blocked by trees or other obstacles, ensuring that billboards are properly lit at night, and providing other aspects of customer service and relationship maintenance. *Id.*

Nettleton was hired in the fall of 2013 by Canyon Outdoor Media as an independent contractor to sell billboard advertising. Massood Declaration at ¶6. When Nettleton was hired, Curtis Massood explained to him during the interview process that the position was an independent contractor position. *Id.* Initially Nettleton was responsible for servicing Canyon Outdoor Media's current customers and marketing Canyon Outdoor Media's advertising services to potential customers in Canyon County. Massood Declaration at ¶7. Throughout his time with Canyon Outdoor Media, Nettleton was required to make a total of 60 cold calls on prospective customers a week. *Id.* One average a cold will take approximately ten minutes and consists of a salesperson entering a prospective customer's place of business and making contact with the manager or supervisor. *Id.* At no time did Canyon Outdoor Media require Nettleton to work set hours. *Id.*

Nettleton's compensation from Canyon Outdoor Media included a base compensation component and a commission component. Massood Declaration at ¶12. The commission that Nettleton was entitled to was determined on a monthly basis and was based on the revenues that Canyon Outdoor Media received during that month from new and renewal contracts that Nettleton was responsible for servicing. Massood Declaration at ¶17. A new contract is 1) a contract with a new customer to Canyon Outdoor Media or 2) contracts with an existing customer of Canyon Outdoor resulting in additional revenues above the existing contract revenue amount with that customer. Massood Declaration at ¶16. A renewal contract is the renewal of an existing contract that does not result in additional revenues above the existing contract revenue amount with that customer, even if it results in advertising being placed at a different billboard location. *Id.* At no time was Nettleton told that he or any other salesperson of Canyon Outdoor Media was or would be entitled to receive commission on new or renewal contracts once they

stopped working for Canyon Outdoor Media. Massood Declaration at ¶18. It was a term of Nettleton's compensation throughout his employment with Canyon Outdoor Media that he was required to service the new and renewal contracts that he was responsible for in order to be entitled to commissions on those contracts. Massood Declaration at ¶19.

Prior to February of 2014, Nettleton was required to produce 24 months of new contracts each month and make 60 cold calls on prospective new customers each week in order to be entitled to receive the base compensation component. Massood Declaration at ¶13. However, Nettleton initially experienced difficulty meeting the requirement of 24 months of new contracts. However, until early 2014 Canyon Outdoor Media continued to pay Nettleton the base compensation component even when Nettleton did not obtain the required number of new contracts. *Id.* On February 28, 2014 Canyon Outdoor Media and Nettleton entered into an agreement regarding Nettleton's commission rates on new and renewal contracts and minimum new contract requirements to reach each commission tier for renewal contracts. Massood Declaration at ¶14. The commission rates and minimum new contract requirements to reach each commission tier on renewal contracts set by this agreement were not modified between February 28, 2014 and the date Nettleton tendered his letter of resignation. *Id.* Canyon Outdoor Media and Nettleton entered into the February 28, 2014 agreement in response to Nettleton's low production of new contracts in 2013 and early 2014. Massood Declaration at ¶15. The agreement allowed Nettleton to continue to receive the base compensation component in exchange for making 60 cold calls a week but required Nettleton to produce a minimum amount of new contracts each month in order to be entitled commissions on the renewal contracts he serviced. *Id.* This agreement was necessary because of the number of vacant billboards in Canyon Outdoor Media's inventory at the time. *Id.*

In or about January of 2014, another independent contractor, Emile Lemoine (“Lemoine”), who was responsible for servicing Canyon Outdoor Media’s current customers and marketing Canyon Outdoor Media’s billboard advertising services to potential customers in Ada County quit. Massood Declaration at ¶8. After Lemoine quit, Canyon Outdoor Media attempted to replace him with a different salesperson. *Id.* During the time that Canyon Outdoor Media was attempting to replace Lemoine, Curtis Massood serviced Lemoine’s new and renewal contracts. *Id.* Susan Martin also helped to service Lemoine’s new and renewal contracts during that time period, which took away from her other responsibilities and duties. *Id.* A determination was then made for Nettleton to begin servicing some of Lemoine’s contracts as customers renewed those contracts and for Nettleton to market potential customers in Ada County and Canyon County, rather than replacing Lemoine with a different salesperson. *Id.* Curtis Massood continued to service several of Lemoine’s contracts and customers at those customers’ requests, such as Buffalo Wild Wings. *Id.* Most of Lemoine’s contracts and customers preceded him. *Id.* Lemoine inherited the servicing of these contracts and customers from previous salespersons. *Id.*

In March of 2015, Robert Hutchings (“Hutchings”) began to work for Canyon Outdoor Media. Massood Declaration at ¶9. Rather being hired as an independent contractor, Hutchings requested that he be hired as an employee. *Id.* At that time Canyon Outdoor Media made the determination to transition Nettleton from an independent contractor to an employee. *Id.* Nettleton was dissatisfied with the transition to employee because it resulted in taxes being deducted from his compensation. *Id.* Curtis Massood received a letter from Nettleton on April 10, 2015 in which Nettleton tendered his resignation. Following Nettleton’s resignation, he was paid all of the compensation that he was entitled to as of the date of his resignation by Canyon Outdoor Media. Massood Declaration at ¶10. Nettleton was not paid any commission from

revenues received by Canyon Outdoor Media following the date of his resignation because the terms of his employment required him to continue servicing the new and renewal contracts that he was responsible for in order to be entitled to receive commission from those contracts. *Id.* In addition, Nettleton was not paid any base compensation following the date of his resignation because the terms of his employment required him to make 60 cold calls a week in order for Nettleton to be entitled to any base compensation.

Following Nettleton's resignation, Susan Martin and Curtis Massood serviced the contracts that Nettleton was responsible for, until a replacement salesperson could be brought on and trained. Massood Declaration at ¶11. An additional staff member was hired on a part-time basis to allow Susan Martin additional time to service those contracts. *Id.* Several salespersons were hired by Canyon Outdoor Media following Nettleton's resignation, but only stayed with Canyon Outdoor Media for a limited period of time. *Id.* Canyon Outdoor Media was only able to fully replace Nettleton in the fall of 2015. *Id.*

No other salesperson of Canyon Outdoor Media received commissions once they stopped servicing the new and renewal contracts that they were responsible for. Massood Declaration at ¶20. The expenses of Canyon Outdoor Media's business operation, including leases and production costs, are such that Canyon Outdoor Media would generally lose money on a contract if it paid commissions to former salespersons that were no longer servicing the account and paid for someone else to continue to service that contract. Massood Declaration at ¶21. Following the economic downturn in 2008, and a significant portion of Canyon Outdoor Media's customers not renewing their contracts, Canyon Outdoor Media made the determination to lay off Jeff Harker ("Harker"), who was employed as a salesperson at the time. Massood Declaration at ¶22. Canyon Outdoor Media was simply unable to maintain two salespersons. *Id.* Harker was paid a

severance payment of \$2,500.00 when he was laid off. *Id.* Harker was not paid commission on any revenues received on the contracts that he was previously responsible for and the amount of the severance payment was not related to the amount of commissions that Harker would have been entitled to if he was not laid off. *Id.*

III.

GOVERNING STANDARD

Once a motion for summary judgment is made, “[t]he judgment sought shall be rendered forthwith if the pleadings, depositions, and admissions on file, together with the Declarations, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as matter of law.” *G&M Farms v. Funk Irrigation Company*, 119 Idaho 514, 516-17, 808 P.2d 851, 853-54 (1991); Idaho Rule of Civil Procedure 56(c). The primary purpose of a summary judgment is to allow the courts the ability to avoid unnecessary litigation. If the facts are not in dispute and they lead to a legal conclusion which cannot be denied, a summary judgment is proper and should be granted to the moving party. *Berg v. Fairman*, 107 Idaho 441, 444, 690 P.2d 896, 899 (1984). In matters where the Court will serve as the trier of fact, the Court is “entitled to arrive at the most probable inferences based upon the undisputed evidence properly before it and grant the summary judgment despite the possibility of conflicting inferences.” *Intermountain Eye and Laser Centers, P.L.L.C. v. Miller*, 127 P.3d 121, 142 Idaho 218 (Idaho 2005).

The nonmoving party may not rest upon mere allegations or denials to avoid summary judgment. I.R.C.P. 56(c); *Therault v. A.H. Robbins Company*, 108 Idaho 303, 698 P.2d 365 (1985); *McCoy v. Lyons*, 120 Idaho 765, 769, 820 P.2d 360, 364 (1991). Rather, the nonmoving party’s response must set forth specific facts showing there is a genuine issue for trial. I.R.C.P. 56(c). If the moving party asserts that no genuine issue of material fact exists, the burden then shifts to the nonmoving party to present evidence that is sufficient to establish a genuine issue of material fact.

Smith v. Meridian Joint School District No. 2, 128 Idaho 714, 719, 918 P.2d 583, 588 (1996). The nonmoving party must submit more than just conclusory assertions that an issue of material fact exists to establish a genuine issue. *Coghlan v. Beta Theta Pi Fraternity*, 133 Idaho 388, 401, 987 P.2d 300, 313 (1999). Mere speculation or a scintilla of evidence or only slight doubt is not sufficient to create a genuine issue of material fact. *McCoy*, 120 Idaho at 769, 820 P.2d at 364.

IV.

ARGUMENT

A. Pursuant to the terms of his employment with Canyon Outdoor Media, Nettleton was not entitled to any compensation following his resignation.

a. Nettleton was required to service the contracts he was responsible for to be entitled to compensation.

Nettleton's compensation from Canyon Outdoor Media included a commission component which was determined on a monthly basis and was based on the revenues that Canyon Outdoor Media received during that month from new and renewal contracts that Nettleton was responsible for servicing. Massood Declaration at ¶12 and ¶17. At no time was Nettleton told that he or any other salesperson of Canyon Outdoor Media was or would be entitled to receive commission on new or renewal contracts once they stopped working for Canyon Outdoor Media. Massood Declaration at ¶18. It was a term of Nettleton's compensation throughout his employment with Canyon Outdoor Media that he was required to service the new and renewal contracts that he was responsible for in order to be entitled to commissions on those contracts. Massood Declaration at ¶19. Nettleton acknowledges that someone else would be responsible for servicing his contracts after he resigned. Deposition of Allen G. Nettleton Tr., p. 37, ll. 15-25; Massood Declaration, Ex. C at approximately 2:00.

In this situation, Nettleton stopped servicing his accounts once he resigned and was no longer entitled to any compensation. Nettleton is claiming that he is entitled to receive a

commission even though Canyon Outdoor Media was required to find someone else to continue serving his contracts. Moreover, Nettleton admits that commission on payments received by Canyon Outdoor Media after he resigned or was terminated by Canyon Outdoor Media was not part of what was discussed when he was hired by Canyon Outdoor Media. Deposition of Allen G. Nettleton Tr., p. 36, ll. 20-25 – p. 37, ll. 1-14. Nettleton also admits that there was never an express agreement that he would be paid commission once he resigned or was terminated. *Id.* The only discussion Nettleton could identify was in reference to the resignation of Lemoine, where he was purportedly told that Lemoine and Canyon Outdoor Media “haven’t had an opportunity to work it out” with regard to Lemoine’s future commission. *Id.* However, a statement that another individual and Canyon Outdoor Media had not “had an opportunity to work it out” does not give rise to an agreement under which Nettleton is entitled to commission on payments received after Nettleton resigned. In this situation, Nettleton stopped servicing the accounts he was responsible for once he resigned and is seeking compensation that was not part of his agreement with Canyon Outdoor Media. As such, Canyon Outdoor Media respectfully requests a determination that Nettleton is not entitled to any compensation following his resignation.

b. Nettleton was required to produce at least 24 months of new contracts each month in order to be entitled to any commission on renewal contracts.

The commission, if any, that Nettleton was entitled to on renewal contracts is governed by a February 28, 2014 agreement between Nettleton and Canyon Outdoor Media Massood Declaration at ¶¶14-15; Deposition of Allen G. Nettleton Tr., p. 30, ll. 23-25 – p. 31, l. 1. Moreover, Nettleton admits that he was not entitled to any commission on renewal contracts if he did not produce at least 24 months of new contracts in a given month. Deposition of Allen G. Nettleton Tr., p. 31, ll. 23-25 – p. 32, ll. 1-4. Once Nettleton tendered his resignation, he not only

stopped servicing the accounts he was responsible for, but he stopped producing any new contracts. Nettleton admits that in order to be entitled to any percentage of renewal contracts that he had to bring new contracts into the company. Deposition of Allen G. Nettleton Tr., p. 29, ll. 13-16. Therefore, in this situation Nettleton failed to meet the minimum requirement necessary to be entitled to commission on renewal contracts once he resigned and is not entitled to any commission on renewal contracts following his resignation.

B. Chapter 6 of Title 45 of the Idaho Code is not applicable to Nettleton's claims.

In this situation, Nettleton is seeking compensation that, even if he was entitled to it, was not owed to him at the time of his resignation. *Verified Complaint* at ¶¶ 7-8; Rather, Nettleton seeks commission on payments received by Canyon Outdoor Media after his separation from employment. *Id.* Nettleton admits that commission from those contracts was not due at the time of his separation. *Id.* at ¶ 6; Deposition of Allen G. Nettleton Tr., p. 69, ll. 16-22. Moreover, Nettleton admits that he was paid everything he was owed at the time of his separation from employment, with the exception a disputed commission from November of 2014 that is not at issue in this matter. Deposition of Allen G. Nettleton Tr., p. 63, ll. 22-25 – p. 63, ll. 1-25; . Massood Declaration at ¶10.

Idaho Code Section 45-606 governs the payment of wages due at the time of separation from employment and provides in part:

- (1) Upon layoff, or upon termination of employment by either the employer or employee, the employer shall pay or make available at the usual place of payment **all wages then due** the employee ...

Idaho Code § 45-606(1) (emphasis added). In this situation, it is undisputed that the commissions Nettleton claims he is owed based on payments that Canyon Outdoor Media received after Nettleton resigned were not due at the time Nettleton resigned. *Verified Complaint* at ¶¶ 6-8. As such, Nettleton's claims do not arise under Chapter 6 of Title 45 of the Idaho Code and Canyon

Outdoor Media is entitled to a determination that the treble damages set forth in Idaho Code Section 45-615 are not applicable to Nettleton's claims. Idaho Code § 45-615(2).

IV.

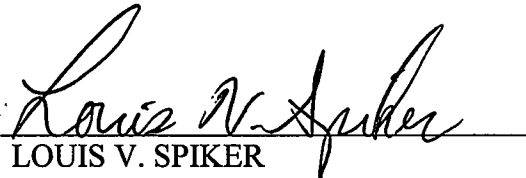
CONCLUSION

Canyon Outdoor Media respectfully requests that the Court make a determination Nettleton was no longer entitled to any compensation from Canyon Outdoor Media once he resigned. In the event that the Court determines that Nettleton may be entitled to some compensation once he resigned, Canyon Outdoor Media respectfully requests that the Court make a determination that Nettleton's claims do not arise under Chapter 6 of Title 45 of the Idaho Code.

DATED this 29th day of February, 2016.

WORST, FITZGERALD & STOVER, PLLC

By




LOUIS V. SPIKER
Attorney for Plaintiff

CERTIFICATE OF SERVICE

The undersigned certifies that on the 29th day of February, 2016, he caused a true and correct copy of the foregoing **MEMORANDUM IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT** to be served upon the following persons in the following manner:

James M. Runsvold
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave., Ste C
PO Box 917
Caldwell, ID 83606
Attorney for Plaintiff

☒ U.S. Mail, postage prepaid
() E-mail:
() Overnight Mail
() Facsimile: 208-459-0288



LOUIS V. SPIKER
Attorney for Defendant

NO. _____
A.M. _____ P.M. _____

MAR 09 2016

CHRISTOPHER D. RICH, Clerk
By ALESIA BUTTS
DEPUTY

JAMES M. RUNSVOLD ISB #2975
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave. Ste. C
Post Office Box 917
Caldwell, Idaho 83606
(208) 459-2610
Fax (208) 459-0288

Attorney for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

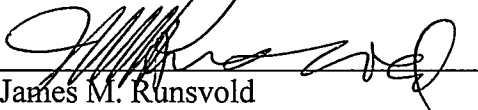
ALLEN G. NETTLETON,	)	Case No. CV-OC-2015-14630
)	
Plaintiff,	)	CROSS-MOTION FOR
	)	<u>SUMMARY JUDGMENT</u>
vs.	)	NOTICE OF HEARING
)	
CANYON OUTDOOR MEDIA, LLC,)	
an Idaho limited liability company,)	
)	
Defendant.)	

COMES NOW Plaintiff Allen G. Nettleton by and through his attorney of record James M. Runsvold and, pursuant to IRCP Rule 56, moves for summary judgment herein on the grounds and for the reasons that there is no genuine issue of material fact and Plaintiff is entitled to judgment as a matter of law providing at least as follows:

1. Treble damages of at least \$41,850, being three times the wages wrongfully withheld from Plaintiff (\$13,950).
2. Prejudgment interest in an amount to be determined.
3. Attorneys fees and costs.
4. Such other and further relief as may be granted.

The above and forgoing matter shall be heard on the 6th day of April, 2016 at the Ada County Courthouse, 200 W. Front St., Boise ID at the hour of 3:00 p.m. or as soon thereafter as the matter may be heard.

DATED this 9 day of MARCH, 2016.

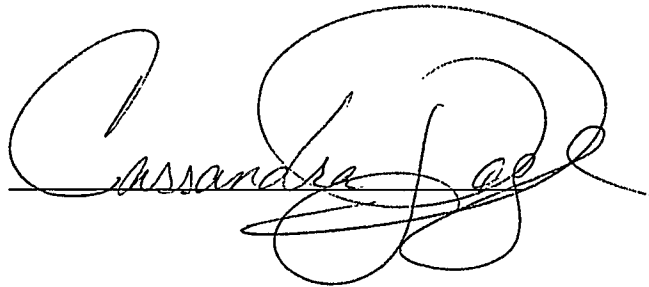

James M. Runsvold

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the 9th day of March, 2016, a true and correct copy of the foregoing document was sent to the following by the method indicated:

Louis V. Spiker
WORST, FITZGERALD & STOVER, PLLC
3858 North Garden Center Way, Suite 200
P.O. Box 1544
Boise ID 83703
Attorney for Defendant

☐ Hand Delivered
☐ Regular Mail
☐ Certified Mail-Receipt # _____
☒ Fax # 208-384-0442


Cassandra Lee

MAR 09 2016

CHRISTOPHER D. RICH, Clerk
By ALESIA BUTTS
DEPUTY

JAMES M. RUNSVOLD ISB #2975
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave. Ste. C
Post Office Box 917
Caldwell, Idaho 83606
(208) 459-2610
Fax (208) 459-0288

Attorney for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,	)	Case No. CV-OC-2015-14630
)	
Plaintiff,	)	AFFIDAVIT OF
	)	ALLEN G. NETTLETON
vs.)	
)	
CANYON OUTDOOR MEDIA, LLC,)	
an Idaho limited liability company,)	
)	
Defendant.)	

COMES NOW Allen G. Nettleton who being first and duly sworn on oath deposes and says:

1. I am at least 18 years of age and testify from personal knowledge.
2. Throughout the time I worked at Canyon Outdoor Media (COM), I was paid commissions on sales I made. This was part of my compensation package agreed to by Canyon Outdoor Media's owner/manager Curtis Massood from the date of hire. I was also paid a base salary and a car allowance.
3. My commissions were consistently paid at my next monthly commission payday after Canyon Outdoor Media received the customer's payment. For example, if a customer's contract called for monthly payments over the life of the contract, the customer would pay Canyon Outdoor Media each month and I would receive a percentage commission (10% on "new" contracts) on that payment on my next monthly commission payday.

4. There was never any requirement that I “service” the contracts I got in order to receive my commissions. The agreement on commissions simply was that I would receive my commissions when the customers paid. No one ever said that I would not receive commissions on my sales after I left the company. I never understood that I would not be entitled to commissions on my sales after I left the company.

5. My belief that I would be entitled to my commissions after I left the company was reinforced by how a former salesperson, Emile Lemoine, was treated when he left the company in January, 2014. I told Mr. Massood that I was surprised that Emile would just walk away without getting paid the commissions coming due on his sales. Mr. Massood explained that he and Emile had simply not worked it out yet. I stated, “So he’s entitled to those commission coming due?” Mr. Massood replied, “Yes, we just haven’t got that worked out yet.” This conversation took place in the hallway of Canyon Outdoor Media in January or early February, 2014. Only Mr. Massood and I were present.

6. In November, 2014, I made a sale to Snake River Dental. The contract, Exhibit A hereto, was for 12 months of advertising but, unusually, the advertiser agreed to pay a lump sum in advance (in exchange for a 10% discount), which she did. The payment of \$5400 was received by Canyon Outdoor Media on December 8, 2014, according to Canyon Outdoor Media’s records, Exhibit C. My 10% commission on that sale was paid to me on my next paycheck, in December, 2014, as shown on my “paystub”, Exhibit D.

7. The way my commission was paid on the Snake River Dental contact proves that I was not required to “service” contracts as a condition for receiving my commissions. If I had been required to service the Snake River Dental contact over its 12 month life as a condition for receiving my commission on that contract, my commission would have been spread out over the 12 months instead of paid in a lump sum when the advertiser paid Canyon Outdoor Media.

8. Canyon Outdoor Media has persisted in referring to me as an “independent contractor.” I don’t know the technical legal meaning of that term. However, I was told when I was hired that I would have to pay my own taxes since the company would not be doing wage withholding on me. That is the way I was paid until February 2015. I received 1099’s from the company for 2013, 2014, and

the portion of 2015 before the change to "employee" status as far as how my wages and taxes were handled.(I also received a W-2 for 2015 for after the change.)

9. I always thought of myself as being employed by Canyon Outdoor Media. I never operated my own business while performing work for them. Mr. Massood and his office manager, Susan Martin, told me what to do, when, and how. That included making 60 cold calls per week and reporting on that every week. It included instructions on how to close a sale. Ms. Martin has also said (in her deposition) that I was required to work 9:00 to 5:00 on weekdays and that she kept track on time sheets. However, I don't remember being given specific work hours, just that I was expected to work weekdays. There was never any negotiation on the terms of my employment or my pay: Mr. Massood told me what the terms were, take it or leave it. The only equipment I supplied was my car, for which I received a mileage allowance. I used Canyon Outdoor Media's forms, computer, and phone. My records, reports, and sales documents were kept and maintained by the Canyon Outdoor Media office staff. The contract terms I could offer my customers were dictated by the company. My business card, Exhibit E, was supplied by Canyon Outdoor Media and shows me as its "Area Manager." I always knew that I had no fixed term of employment with the company and that I could quit or be terminated at any time. I had no power to hire subordinates.

10. Susan Martin, Canyon Outdoor Media's office manager, stated in her deposition that the only reason I was referred to as an "independent contractor" rather than an "employee" is because of the way my taxes were handled (1099 vs. W-2).

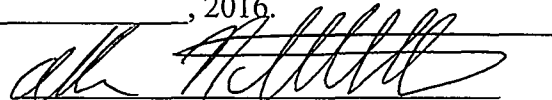
11. There was no change whatsoever in my duties, how the company managed my job performance, or how I related to the company when, in February 2015, the company started withholding my taxes.

12. Exhibit B(annotated) hereto is a list of the contracts which Canyon Outdoor Media has admitted in its discovery responses to be "new" contracts procured by me. It is annotated to show for each contract the advertiser's payments paid and/or coming due after I left the company, including in-kind payments (i.e. trades), and the 10% commissions I am owed on each payment. In each case, the advertiser had agreed to make monthly payments spread uniformly over the life of the contract.

13. I have compared what I know about what I have been paid and what each of the advertisers have contracted to pay (as shown in the contracts), with what they have actually paid, as shown on Canyon Outdoor Media's not-up-to-date records produced in discovery. I believe that the commissions due me as shown in Exhibit B(annotated) are true and correct.

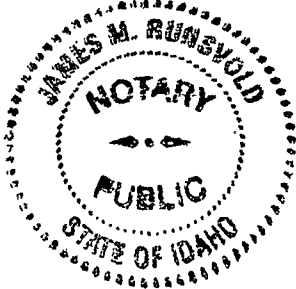
14. The total unpaid commissions owed me on the contracts which Canyon Outdoor Media has admitted are "new" contracts procured by me is \$13,950.

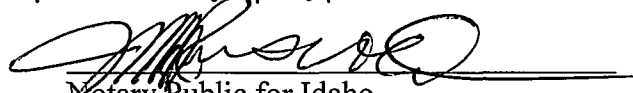
DATED this 9 day of MARCH, 2016.


Allen G. Nettleton

STATE OF IDAHO)
)ss.
County of Canyon)

Subscribed and sworn to before me this 9 day of MARCH, 2016.



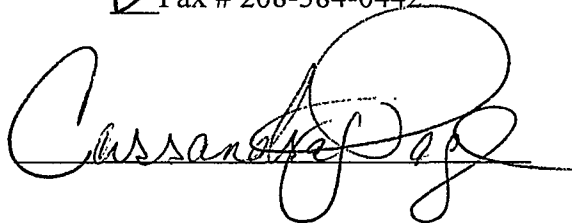

Notary Public for Idaho
Residing in
My commission expires:

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the 9 day of MARCH, 2016, a true and correct copy of the foregoing document was sent to the following by the method indicated:

Louis V. Spiker
WORST, FITZGERALD & STOVER, PLLC
3858 North Garden Center Way, Suite 200
P.O. Box 1544
Boise ID 83703
Attorney for Defendant

☐ Hand Delivered
☐ Regular Mail
☐ Certified Mail-Receipt # _____
☒ Fax # 208-384-0442



the sky's the limit

CANYON

Outdoor Media, LLC

*December**New - 1 Year*

The agency / advertiser (undersigned) hereby contracts with **Canyon Outdoor Media, LLC** for the outdoor advertising face(s) and products named herein, upon all the terms and conditions set forth in this agreement for the period specified below, billing to commence on the start date referenced below. This agreement covers the following:

Advertiser: Snake River Dental **Contact:** TJ Moore **Ph:** 208-447-6180

Cell: _____

Billing Address: 925 2nd Ave North

Suite/Floor: _____ **City:** Payette **ST:** ID **Zip:** 83661 **Fax:** _____

Rental Location(s): Sign 19RHR @ 7th St & Hwy 95 - Fruitland

Contract Start Date: December 15, 2014 **Contract End Date:** December 14, 2015

Monthly Rate Per Face: \$500.00 **Number of Faces:** 01 **Total Amount Per Month:** \$500.00

Artwork: Advertiser may provide camera ready / digital artwork / layout OR Advertiser may elect to have Canyon Outdoor Media, LLC provide artwork, based upon advertisers' recommendations.

Advertising Vinyl Production and Installation: ~~The charge for producing artwork and vinyl is \$800.00 (see comments below).~~ Advertiser will receive a final artwork proof for approval prior to vinyl production. Canyon Outdoor Media, LLC reserves the right to refuse advertising copy which it considers to be in violation of existing laws, offensive, false, misleading or deceptive.

Extensions: Extensions will be charged at an additional rate of \$25.00 a square foot.

Payment Terms & Conditions: First month's rent is required by Canyon Outdoor Media, LLC upon contract execution. Second month's payment shall be due within thirty (30) days of receipt of invoice. If payment is not received in a timely manner by Canyon Outdoor Media, LLC, then Canyon Outdoor Media, LLC shall have the right to cancel this agreement, remove the advertising vinyl and seek payment in full in accordance with the contract terms and conditions. Advertiser principals shall be personally responsible for all expenses incurred including but not limited to accrued rent, collection, and/or attorney's fees that Canyon Outdoor Media, LLC may incur in the collection of rental due.

Comments: *#16 First* - Production Free with one year contract. Additional vinyl, installation and takedown - \$600.00 each.

Total contract amount \$6,000.00 - if paid up front - less 10.00% of \$600.00 = \$5,400.00.

This agreement constitutes the entire agreement between the parties and may not be changed, altered or modified without written consent of the parties hereto.

Agreed upon this 24 day of November, 2014

Allen Nettleton
Canyon Outdoor Media, LLC (Allen Nettleton)

TJ Moore
Advertiser (Signature)

Exhibit (A)

Exhibit B (Annotated)

New Contracts

*Advertiser's payments paid and/or coming due after Plaintiff left the company, including in-kind payments (i.e., trades)

**10% of payments

Contract #1:

- a. Advertiser: Capital Educators Credit Union
- b. Rental location: Sign 27RHR @ South Locust Grove @ Fairview Ave., Meridian
- c. Date of contracting: September 24, 2014
- d. Contract start date: November 1, 2014
- e. Contract end date: October 31, 2015
- f. Payments*: \$7700
- g. Commission due**: \$770

Contract #2:

- a. Advertiser: Capital Educators Credit Union
- b. Rental location: Sign 14LHR @ 1110 Caldwell Blvd-Nampa ID
- c. Date of contracting: October 28, 2014
- d. Contract start date: November 15, 2014
- e. Contract end date: November 14, 2015
- f. Payments*: \$6400
- g. Commission due**: \$640

Contract #3:

- a. Advertiser: Capital Educators Credit Union
- b. Rental location: Sign 30LHR @ 101000 Chinden Blvd, Boise
- c. Date of contracting: August 26, 2014
- d. Contract start date: November 1, 2014
- e. Contract end date: October 31, 2015
- f. Payments*: \$8400
- g. Commission due**: \$840

Contract #4:

- a. Advertiser: Idaho Bourbon Distillers
- b. Rental location: Sign 03RHR Victory Rd. Boise
- c. Date of contracting: January 15, 2015
- d. Contract start date: February 10, 2015
- e. Contract end date: January 9, 2016
- f. Payments*: \$10,800
- g. Commission due**: \$1080

Contract #5:

- a. Advertiser: Express Plumbing Service
- b. Rental location: Sign 05RHR @ 3207 Garrity Blvd, Nampa
- c. Date of contracting: February 16, 2015
- d. Contract start date: March 1, 2015
- e. Contract end date: February 29, 2016
- f. Payments*: \$8800
- g. Commission due**: \$880

Exhibit B (Annotated)

New Contracts

*Advertiser's payments paid and/or coming due after Plaintiff left the company, including in-kind payments (i.e., trades)

**10% of payments

Contract #6:

DENIED BY DEFENDANT

Contract #7:

- a. Advertiser: Gentle Dental Care
- b. Rental location: Sign 08LHR @ 1116 Garrity Blvd, Nampa
- c. Date of contracting: February 24, 2015
- d. Contract start date: March 1, 2015
- e. Contract end date: February 29, 2016
- f. Payments*: \$8800
- g. Commission due**: \$880

Contract #8:

- a. Advertiser: Gentle Dental Care
- b. Rental location: Sign 14LHR @ 1110 Caldwell, Nampa
- c. Date of contracting: February 24, 2015
- d. Contract start date: March 1, 2015
- e. Contract end date: February 29, 2016
- f. Payments*: \$8800
- g. Commission due**: \$880

Contract #9:

- a. Advertiser: Middle Creek Dental
- b. Rental location: Sign 13LHR @ 1420 Midland Rd., Nampa
- c. Date of contracting: October 16, 2014
- d. Contract start date: November 15, 2014
- e. Contract end date: May 14, 2015
- f. Payments*: \$4200
- g. Commission due**: \$420

Contract #10:

- a. Advertiser: Middle Creek Dental
- b. Rental location: Sign 13RHR @ 1420 Midland Rd., Nampa
- c. Date of contracting: October 16, 2014
- d. Contract start date: November 15, 2014
- e. Contract end date: May 14, 2015
- f. Payments*: \$3000
- g. Commission due**: \$300

Contract #11:

- a. Advertiser: Nampa Floors and Interiors
- b. Rental location: Sign 26 RHR Fairview and N. Locust Grove, Meridian
- c. Date of contracting: January 14, 2015
- d. Contract start date: February 1, 2015

Exhibit B (Annotated)

New Contracts

*Advertiser's payments paid and/or coming due after Plaintiff left the company, including in-kind payments (i.e., trades)

**10% of payments

e. Contract end date: January 31, 2016

f. Payments*: \$11,000

g. Commission due**: \$1100

Contract #12:

a. Advertiser: TVR Heating & Cooling

b. Rental location: Sign 29LHR @ 9900 Chinden Blvd, Boise

c. Date of contracting: September 2, 2014

d. Contract start date: October 1, 2014

e. Contract end date: September 30, 2015

f. Payments*: \$11,700

g. Commission due**: \$1170

Contract #13:

a. Advertiser: Team Mazda Subaru

b. Rental location: Sign 31LHR@1614 Karcher Road, Nampa

c. Date of contracting: May 20, 2014

d. Contract start date: July 1, 2014

e. Contract end date: June 30, 2015

f. Payments*: \$2600

g. Commission due**: \$260

Contract #14:

a. Advertiser: City of Caldwell (Communications ET AL)

b. Rental location: Sign 31RHR @ 1614 Karcher Rd., Nampa

c. Date of contracting: January 28, 2015

d. Contract start date: April 15, 2015

e. Contract end date: June 14, 2015

f. Payments*: \$3900

g. Commission due**: \$390

Contract #15: Same as #14 above.

~~a. Advertiser: City of Caldwell (Communications ET AL)~~

~~b. Rental location: Sign 31RHR @ 1614 Karcher Rd., Nampa~~

~~c. Date of contracting: January 28, 2015~~

~~d. Contract start date: April 15, 2015~~

~~e. Contract end date: June 14, 2015~~

~~f. Payments*: \$~~

~~g. Commission due**: \$~~

Contract #16:

a. Advertiser: City of Meridian (Communications ET AL)

b. Rental location: Sign 25LHR @ 1515 E. Fairview Ave, Meridian

c. Date of contracting: January 28, 2015

d. Contract start date: April 14, 2015

Exhibit B (Annotated)

New Contracts

*Advertiser's payments paid and/or coming due after Plaintiff left the company, including in-kind payments (i.e., trades)

**10% of payments

e. Contract end date: July 13, 2015

f. Payments*: \$3900

g. Commission due**: \$390

Contract #17:

a. Advertiser: Aaron Tibble Law

b. Rental location: Sign 22LHR @ 7800 W. State St, Boise

c. Date of contracting: February 27, 2015

d. Contract start date: March 16, 2015

e. Contract end date: March 15, 2016

f. Payments*: \$16,800

g. Commission due**: \$1680

Contract #18:

a. Advertiser: Mountain Home Music Festival Cappeli Miles for

b. Rental location: Sign 25LHR @ 1515 E. Fairview Ave., Meridian

c. Date of contracting: March 2, 2015

d. Contract start date: March 15, 2015

e. Contract end date: June 14, 2015

f. Payments*: \$2600

g. Commission due**: \$260

Contract #19:

a. Advertiser: Idaho Wrecker Sales

b. Rental location: Sign 02LHR @ Cole Road, Boise

c. Date of contracting: March 9, 2015

d. Contract start date: April 1, 2015

e. Contract end date: September 30, 2015

f. Payments*: \$6000

g. Commission due**: \$600

Contract #20:

a. Advertiser: Grimaldi's Pizzeria (The Media Den for)

b. Rental location: Sign 04RHR @ Franklin & Black Cat, Boise

c. Date of contracting: March 16, 2015

d. Contract start date: April 1, 2015

e. Contract end date: September 30, 2015

f. Payments*: \$5400

g. Commission due**: \$540

Contract #21:

a. Advertiser: Grimaldi's Pizzeria (The Media Den for)

b. Rental location: Sign 25RHR @ 1515 E. Fairview Ave, Meridian

c. Date of contracting: March 16, 2015

d. Contract start date: April 1, 2015

Exhibit B (Annotated)

New Contracts

*Advertiser's payments paid and/or coming due after Plaintiff left the company, including in-kind payments (i.e., trades)

**10% of payments

e. Contract end date: September 30, 2015

f. Payments*: \$7200

g. Commission due**: \$720

Contract #22:

a. Advertiser: Grand Design Media Service for Subway

b. Rental location: Sign 25LHR @ 1515 E. Fairview Ave, Meridian ID

c. Date of contracting: February 10, 2015

d. Contract start date: April 30, 2015

e. Contract end date: May 30, 2015

f. Payments*: \$1500

g. Commission due**: \$150

Contract #23: (Susan Martin's contract)

DENIED BY DEFENDANT

Total of commissions due on "New" contracts: \$13,950

Cash Basis

Canyon Outdoor Media, LLC
Monthly Revenue Detail
 November 27 through December 24, 2014

Date	Num	Name	Memo	Paid Amount
Advertising Revenue				
12/04/2014	5375	Rocky Mountain GYN & Hor...	07/16/14 thru 08/15/14 Ad Space Rent for 7800 W State (Sign 22-LHR)	500.00
12/04/2014	5391	West Valley Medical Center	09/01/14 thru 09/30/14 Ad Space Rent for 10257 Hwy 20/26 (Sign 17-LHR)	900.00
12/04/2014	5391	West Valley Medical Center	09/01/14 thru 09/30/14 Ad Space Rent for 1614 Karcher Rd., Nampa (Sign 31-RHR) - D...	1,200.00
12/04/2014	5391	West Valley Medical Center	09/01/14 thru 09/30/14 Ad Space Rent for 16520 Midland Blvd., Nampa (Sign 32-RHR)	1,500.00
12/04/2014	5549	Middle Creek Dental	12/01/14 thru 12/31/14 Ad Space Rent for 1420 Midland Rd (Sign 13-LHR)	700.00
12/04/2014	5549	Middle Creek Dental	12/14/14 thru 01/14/15 Ad Space Rent for 1420 Midland Rd (Sign 13-RHR)	500.00
12/04/2014	5557	Team Mazda Subaru - Prev...	12/01/14 thru 12/31/14 Ad Space Rent for 1814 Karcher Rd., Nampa (Sign 31-LHR)	1,300.00
12/04/2014	5556	Tamarack Resort	12/01/14 thru 12/31/14 Ad Space Rent for 8126 W. State St. (Sign 23-RHR)	1,200.00
12/08/2014	5511	Mile High Power Sports	11/15/14 thru 12/14/14 Ad Space Rent for 7800 W State (Sign 22-RHR)	750.00
12/08/2014	5565	Snake River Dental	12/15/14 thru 12/14/15 Ad Space Rent for 7th St. & Hwy 95 (Sign 19-RHR)	5,400.00
12/12/2014	5405	Earthworks Landscape & Ma...	08/01/14 thru 08/31/14 Ad Space Rent for 7th St. & Hwy 95 (Sign 19-RHR)	500.00
12/12/2014	5406	Earthworks Landscape & Ma...	08/01/14 thru 08/31/14 Ad Space Rent for 1229 NW 16th St (Sign 20-RHR)	500.00
12/12/2014	5439	Earthworks Landscape & Ma...	09/01/14 thru 09/30/14 Ad Space Rent for 7th St. & Hwy 95 (Sign 19-RHR)	500.00
12/12/2014	5440	Earthworks Landscape & Ma...	09/01/14 thru 09/30/14 Ad Space Rent for 1229 NW 16th St (Sign 20-RHR)	500.00
12/12/2014	5452	Treasure Valley Com. College	09/01/14 thru 09/30/14 Ad Space Rent for 3011 Caldwell Blvd (Sign 16-LHR)	900.00
12/12/2014	5453	Treasure Valley Com. College	09/01/14 thru 09/30/14 Ad Space Rent for 7th St. & Hwy 95 (Sign 19-LHR)	700.00
12/12/2014	5463	Treasure Valley Com. College	09/01/14 thru 09/30/14 Ad Space Rent for 10257 Hwy 20/26 (Sign 17-RHR)	900.00
12/12/2014	5478	Earthworks Landscape & Ma...	10/01/14 thru 10/31/14 Ad Space Rent for 7th St. & Hwy 95 (Sign 19-RHR)	500.00
12/12/2014	5479	Earthworks Landscape & Ma...	10/01/14 thru 10/31/14 Ad Space Rent for 1229 NW 16th St (Sign 20-RHR)	500.00
12/12/2014	5493	Treasure Valley Com. College	10/01/14 thru 10/31/14 Ad Space Rent for 10257 Hwy 20/26 (Sign 17-RHR)	900.00
12/12/2014	5493	Treasure Valley Com. College	10/01/14 thru 10/31/14 Ad Space Rent for 3011 Caldwell Blvd (Sign 16-RHR)	800.00
12/12/2014	5493	Treasure Valley Com. College	10/01/14 thru 10/31/14 Ad Space Rent for 7th St. & Hwy 95 (Sign 19-LHR)	600.00
12/12/2014	5507	Earthworks Landscape & Ma...	11/01/14 thru 11/30/14 Ad Space Rent for 1229 NW 16th St (Sign 20-RHR)	500.00
12/12/2014	5522	Treasure Valley Com. College	11/01/14 thru 11/30/14 Ad Space Rent for 3011 Caldwell Blvd (Sign 16-LHR)	34.78
12/12/2014	5522	Treasure Valley Com. College	11/01/14 thru 11/30/14 Ad Space Rent for 10257 Hwy 20/26 (Sign 17-RHR)	39.13
12/12/2014	5522	Treasure Valley Com. College	11/01/14 thru 11/30/14 Ad Space Rent for 7th St. & Hwy 95 (Sign 19-LHR)	26.09
12/12/2014	5540	Delta Dental	11/13/14 thru 12/07/14 Ad Space Rent for 1515 E. Fairview Ave. (Sign 25-LHR) - Digital...	1,500.00
12/12/2014	5543	Earthworks Landscape & Ma...	12/01/14 thru 12/31/14 Ad Space Rent for 1229 NW 16th St (Sign 20-RHR)	500.00
12/12/2014	5530	Garden Valley Chamber of ...	11/01/14 thru 11/30/14 Ad Space Rent for 1515 E. Fairview Ave. (Sign 25-LHR) - Digital...	1,312.50
12/17/2014	5504	Dental Care West	11/01/14 thru 11/30/14 Ad Space Rent for 3116 Garrity Blvd (Sign 06-RHR)	800.00
12/17/2014	5550	Mile High Power Sports	12/15/14 thru 01/14/15 Ad Space Rent for 7800 W State (Sign 22-RHR)	750.00
12/17/2014	5550	Mile High Power Sports	12/15/14 thru 01/14/15 Ad Space Rent for 7800 W State (Sign 22-RHR)	750.00
12/19/2014	5472	Bank of the Cascades	10/01/14 thru 10/31/14 Ad Space Rent for 1638 Garrity Blvd (Sign 07-LHR)	700.00
12/19/2014	5501	Bank of the Cascades	11/01/14 thru 11/30/14 Ad Space Rent for 1636 Garrity Blvd (Sign 07-LHR)	700.00
12/19/2014	5513	St Alphonsus Hospital	11/01/14 thru 11/30/14 Ad Space Rent for 10100 Chinden Blvd., Boise (Sign 30-LHR)	1,500.00
12/19/2014	5571	Buffalo Wild Wings	01/01/15 thru 01/31/15 Ad Space Rent for 1719 Karcher Rd (Sign 15-LHR)	1,100.00
12/19/2014	5571	Buffalo Wild Wings	01/01/15 thru 01/31/15 Ad Space Rent for 3011 Caldwell Blvd (Sign 16-RHR)	600.00
12/19/2014	5573	Middle Creek Dental	01/01/15 thru 01/31/15 Ad Space Rent for 1420 Midland Rd (Sign 13-LHR)	700.00
12/19/2014	5573	Middle Creek Dental	01/01/15 thru 01/31/15 Ad Space Rent for 1420 Midland Rd (Sign 13-RHR)	500.00
12/19/2014	5587	United Hospitality / Bond Hotel	01/01/15 thru 01/31/15 Ad Space Rent for 9800 Chinden Blvd, Boise (Sign 28-RHR)	1,200.00
12/24/2014	5544	Great Floors	12/01/14 thru 12/31/14 Ad Space Rent for State Street & Hwy 55 (Sign 01-LHR)	900.00
12/24/2014	5544	Great Floors	12/01/14 thru 12/31/14 Ad Space Rent for Victory Rd & Cole Rd (Sign 03-RHR)	900.00
12/24/2014	5544	Great Floors	12/01/14 thru 12/31/14 Ad Space Rent for 407 Franklin Blvd (Sign 18-RHR)	900.00
12/24/2014	5544	Great Floors	12/01/14 thru 12/31/14 Ad Space Rent for 1614 Karcher Rd., Nampa (Sign 31-RHR) - D...	1,250.00
Total Advertising Revenue				38,912.50
Service & Production				
12/04/2014	5391	West Valley Medical Center	Extended Electric at Sign 17LHR for September 2014	100.00
12/24/2014	5545	Great Floors	SNIPES @ 01LHR, 03RHR & 18RHR - added (\$) on all three boards	300.00
Total Service & Production				400.00
TOTAL				39,312.50

$$\$22,462.50 \times 10\% = \$2,246.50$$

Exhibit (C)

**New Clients Payment Received
1 or Period
11/21/2014 thru 12/24/2014
Allen Nettleton**

Payments Received:

Checks Received on REW Contract Payments @ 10% Commission

	Name	Check #	Amount	Commission	List of New Contracts
1	Rocky Mtn GYN	60817	\$ 600.00	\$ 60.00	1) Snake River Dental - 1 Yr @ \$5,400 (Pd Upfront)
2	Middle Creek Dental	1715	\$ 1,200.00	\$ 120.00	
3	Team Mazda	168953	\$ 1,300.00	\$ 130.00	
4			\$ -	\$ -	
5	Mile High Power Sport	CC Pymt	\$ 760.00	\$ 76.00	
6			\$ -	\$ -	
7	Snake River Dental	7955	\$ 5,400.00	\$ 540.00	
8			\$ -	\$ -	
9	Earthworks	1189	\$ 4,000.00	\$ 400.00	
10	Treasure Valley CC	7078	\$ 2,400.00	\$ 240.00	
11	Delta Dental	6065	\$ 1,600.00	\$ 160.00	
12	Garden Valley	5209	\$ 1,312.60	\$ 131.26	
13			\$ -	\$ -	
14	Mile High Power Sport	CC Pymt	\$ 1,600.00	\$ 160.00	
15			\$ -	\$ -	
16	Bank of the Cascades	13998	\$ 1,400.00	\$ 140.00	
17	Middle Creek Dental	1729	\$ 1,200.00	\$ 120.00	
18			\$ -	\$ -	
19			\$ -	\$ -	
20			\$ -	\$ -	
21			\$ -	\$ -	
22			\$ -	\$ -	
23			\$ -	\$ -	List of Renewal Contracts
24			\$ -	\$ -	1) Impact Radio - Sign 28LHR - 6mths @ \$1,000
25			\$ -	\$ -	2) Impact Radio - Sign 31RHR - 6mths @ \$1,000
26			\$ -	\$ -	3) Roaring Spring - 10mths @ \$1,100
27			\$ -	\$ -	4) West Valley - 6mths @ \$2,400
28			\$ -	\$ -	
29			\$ -	\$ -	
30			\$ -	\$ -	
31			\$ -	\$ -	
			\$ 22,462.60	\$ 2,246.26	

Total New Contract Commissions (10%)	\$ 22,462.50	\$ 2,246.25
Total Renewal Commission	\$ 2,246.25	\$ 2,246.25

Wages Due This Period:
Total Commission for thru 12.24.14: \$ 2,248.25
Total payment due: \$ 2,248.25

Exhibit (D)
000099

MAR 09 2016

CHRISTOPHER D. RICH, Clerk
By ALESIA BUTTS
DEPUTY

JAMES M. RUNSVOLD ISB #2975
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave. Ste. C
Post Office Box 917
Caldwell, Idaho 83606
(208) 459-2610
Fax (208) 459-0288

Attorney for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

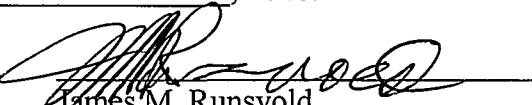
ALLEN G. NETTLETON,	)	Case No. CV-OC-2015-14630
)	
Plaintiff,	)	AFFIDAVIT OF
	)	JAMES M. RUNSVOLD
vs.)	
)	
CANYON OUTDOOR MEDIA, LLC,)	
an Idaho limited liability company,)	
)	
Defendant.)	

COMES NOW James M. Runsvold who being first and duly sworn on oath deposes and says:

1. I am at least 18 years of age and testify from personal knowledge.
2. Exhibit A hereto is Defendant's Verified Answer to Interrogatory No. 7 served October 27, 2015, in which Defendant states its understanding of what it considers to be a "new" contract.
3. Exhibit C hereto is Defendant's Verified Response to Request for Admission No. 3 served October 27, 2015 wherein it admits that certain contracts are "new" contracts procured by Plaintiff.
4. Exhibit B hereto is the list of contracts referenced in Exhibit C.
5. Exhibit D hereto is the transcript of the deposition of Susan A. Martin taken January 14, 2016.

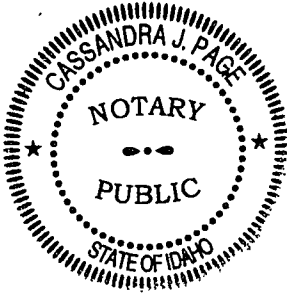
FURTHER, Affiant sayeth not.

DATED this 9 day of MARCH, 2016.


James M. Runsvold

STATE OF IDAHO)
)ss.
County of Canyon)

Subscribed and sworn to before me this 9th day of March, 2016.



Cassandra J. Page
Notary Public for Idaho

Residing in Wald

My commission expires: 2/2/19

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the 9th day of March, 2016, a true and correct copy of the foregoing document was sent to the following by the method indicated:

Louis V. Spiker
WORST, FITZGERALD & STOVER, PLLC
3858 North Garden Center Way, Suite 200
P.O. Box 1544
Boise ID 83703
Attorney for Defendant

☐ Hand Delivered

☐ Regular Mail

☐ Certified Mail-Receipt # _____

☒ Fax # 208-384-0442

Cassandra J. Page

INTERROGATORY NO. 7: Please state the method of calculation you used to determine Plaintiff's rate of compensation for each of the payments you made to Plaintiff with reference to the contracts listed in Exhibit B hereto.

ANSWER TO INTERROGATORY NO. 7: The Plaintiff's rate of compensation for each of the payments made to Plaintiff with reference to the contracts listed in Exhibit B was determined as follows:

- In a month were Plaintiff serviced a new business account, he was entitled to receive 10% of the gross revenue received in that month from that new business account.

New business contracts meant and means 1) a contract with a new customer to Canyon Outdoor Media or 2) were contracts with an existing customer of Canyon Outdoor resulting in additional revenues above the existing contract revenue amount with that customer. In accordance with Rule 33(c) of the Idaho Rules of Civil Procedure, Canyon Outdoor refers also Plaintiff to the responsive documents attached hereto as Exhibit C (Bates 000304-000428), Exhibit D (Bates 000429-000431) and Exhibit H (audio cd). Canyon Outdoor reserves the right to supplement this answer.

Exhibit B
New Contracts

Contract #1:

- a. Advertiser: Capital Educators Credit Union
- b. Rental location: Sign 27RHR @ South Locust Grove @ Fairview Ave., Meridian
- c. Date of contracting: September 24, 2014
- d. Contract start date: November 1, 2014
- e. Contract end date: October 31, 2015

Contract #2:

- a. Advertiser: Capital Educators Credit Union
- b. Rental location: Sign 14LHR @ 1110 Caldwell Blvd-Nampa ID
- c. Date of contracting: October 28, 2014
- d. Contract start date: November 15, 2014
- e. Contract end date: November 14, 2015

Contract #3:

- a. Advertiser: Capital Educators Credit Union
- b. Rental location: Sign 30LHR @ 101000 Chinden Blvd, Boise
- c. Date of contracting: August 26, 2014
- d. Contract start date: November 1, 2014
- e. Contract end date: October 31, 2015

Contract #4:

- a. Advertiser: Idaho Bourbon Distillers
- b. Rental location: Sign 03RHR Victory Rd. Boise
- c. Date of contracting: January 15, 2015
- d. Contract start date: February 10, 2015
- e. Contract end date: January 9, 2016

Contract #5:

- a. Advertiser: Express Plumbing Service
- b. Rental location: Sign 05RHR @ 3207 Garrity Blvd, Nampa
- c. Date of contracting: February 16, 2015
- d. Contract start date: March 1, 2015
- e. Contract end date: February 29, 2016

Contract #6:

- a. Bank of the Cascades-Alice Rhoades TBD Agency for
- b. Rental location: Sign 07LHR @ 1636 Garrity Blvd., Nampa
- c. Date of contracting: April 2, 2014
- d. Contract start date: March 1, 2015
- e. Contract end date: February 29, 2016

Contract #7:

- a. Advertiser: Gentle Dental Care
- b. Rental location: Sign 08LHR @ 1116 Garrity Blvd, Nampa
- c. Date of contracting: February 24, 2015
- d. Contract start date: March 1, 2015
- e. Contract end date: February 29, 2016

Exhibit B
New Contracts

Contract #8:

- a. Advertiser: Gentle Dental Care
- b. Rental location: Sign 14LHR @ 1110 Caldwell, Nampa
- c. Date of contracting: February 24, 2015
- d. Contract start date: March 1, 2015
- e. Contract end date: February 29, 2016

Contract #9:

- a. Advertiser: Middle Creek Dental
- b. Rental location: Sign 13LHR @ 1420 Midland Rd., Nampa
- c. Date of contracting: October 16, 2014
- d. Contract start date: November 15, 2014
- e. Contract end date: May 14, 2015

Contract #10:

- a. Advertiser: Middle Creek Dental
- b. Rental location: Sign 13RHR @ 1420 Midland Rd., Nampa
- c. Date of contracting: October 16, 2014
- d. Contract start date: November 15, 2014
- e. Contract end date: May 14, 2015

Contract #11:

- a. Advertiser: Nampa Floors and Interiors
- b. Rental location: Sign 26 RHR Fairview and N. Locust Grove, Meridian
- c. Date of contracting: January 14, 2015
- d. Contract start date: February 1, 2015
- e. Contract end date: January 31, 2016

Contract #12:

- a. Advertiser: TVR Heating & Cooling
- b. Rental location: Sign 29LHR @ 9900 Chinden Blvd, Boise
- c. Date of contracting: September 2, 2014
- d. Contract start date: October 1, 2014
- e. Contract end date: September 30, 2015

Contract #13:

- a. Advertiser: Team Mazda Subaru
- b. Rental location: Sign 31LHR @ 1614 Karcher Road, Nampa
- c. Date of contracting: May 20, 2014
- d. Contract start date: July 1, 2014
- e. Contract end date: June 30, 2015

Contract #14:

- a. Advertiser: City of Caldwell (Communications ET AL)
- b. Rental location: Sign 31RHR @ 1614 Karcher Rd., Nampa
- c. Date of contracting: January 28, 2015
- d. Contract start date: April 15, 2015
- e. Contract end date: June 14, 2015

Exhibit B
New Contracts

Contract #15:

- a. Advertiser: City of Caldwell (Communications ET AL)
- b. Rental location: Sign 31RHR @ 1614 Karcher Rd., Nampa
- c. Date of contracting: January 28, 2015
- d. Contract start date: April 15, 2015
- e. Contract end date: June 14, 2015

Contract #16:

- a. Advertiser: City of Meridian (Communications ET AL)
- b. Rental location: Sign 25LHR @ 1515 E. Fairview Ave, Meridian
- c. Date of contracting: January 28, 2015
- d. Contract start date: April 14, 2015
- e. Contract end date: July 13, 2015

Contract #17:

- a. Advertiser: Aaron Tibble Law
- b. Rental location: Sign 22LHR @ 7800 W. State St, Boise
- c. Date of contracting: February 27, 2015
- d. Contract start date: March 16, 2015
- e. Contract end date: March 15, 2016

Contract #18:

- a. Advertiser: Mountain Home Music Festival Cappeli Miles for
- b. Rental location: Sign 25LHR @ 1515 E. Fairview Ave., Meridian
- c. Date of contracting: March 2, 2015
- d. Contract start date: March 15, 2015
- e. Contract end date: June 14, 2015

Contract #19:

- a. Advertiser: Idaho Wrecker Sales
- b. Rental location: Sign 02LHR @ Cole Road, Boise
- c. Date of contracting: March 9, 2015
- d. Contract start date: April 1, 2015
- e. Contract end date: September 30, 2015

Contract #20:

- a. Advertiser: Grimaldi's Pizzeria (The Media Den for)
- b. Rental location: Sign 04RHR @ Franklin & Black Cat, Boise
- c. Date of contracting: March 16, 2015
- d. Contract start date: April 1, 2015
- e. Contract end date: September 30, 2015

Contract #21:

- a. Advertiser: Grimaldi's Pizzeria (The Media Den for)
- b. Rental location: Sign 25RHR @ 1515 E. Fairview Ave, Meridian
- c. Date of contracting: March 16, 2015
- d. Contract start date: April 1, 2015
- e. Contract end date: September 30, 2015

Exhibit B
New Contracts

Contract #22:

- a. Advertiser: Grand Design Media Service for Subway
- b. Rental location: Sign 25LHR @ 1515 E. Fairview Ave, Meridian ID
- c. Date of contracting: February 10, 2015
- d. Contract start date: April 30, 2015
- e. Contract end date: May 30, 2015

Contract #23:

- a. Advertiser: Team Mazda Subaru (Prevedello Hettick Mktg Co for)
- b. Rental location: Sign 31LHR @ 1614 Karcher Road, Nampa
- c. Date of contracting: June 6, 2015
- d. Contract start date: July 1, 2015
- e. Contract end date: June 30, 2016

REQUEST FOR ADMISSION NO. 3: Please admit that at all relevant times until he resigned, Plaintiff was an employee of Defendant.

RESPONSE TO REQUEST FOR ADMISSION NO. 3: Canyon Outdoor objects on the basis that this request is undefined and ambiguous. Defendants object on the basis that this request, as phrased, presents an inaccurate and unfair impression, inference or implication relative to the subject matter of the above-entitled matter. Without waiving said objections, Canyon Outdoor admits only that from approximately March 9, 2015 to April 9, 2015 was Plaintiff classified as an employee of Canyon Outdoor Media.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
 OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,)
Plaintiff,	) Case No.
vs.	) CV OC 2015-14630
CANYON OUTDOOR MEDIA, LLC, an)
Idaho limited liability company,)
Defendant.)
_____)

VIDEO DEPOSITION OF SUSAN A. MARTIN

January 14, 2016

REPORTED BY:

COLLEEN P. ZEIMANTZ, CSR 345

Notary Public

Exhibit (D)

Page 2

1 THE VIDEO DEPOSITION OF SUSAN A. MARTIN was
2 taken on behalf of the Defendant, at the offices of
3 Worst, Fitzgerald & Stover, PLLC, located at 3858 N.
4 Garden Center Way, Suite 200, Boise, Idaho, commencing
5 at 11:50 a.m., on January 14, 2016, before Colleen P.
6 Zeimantz, Certified Shorthand Reporter and Notary Public
7 within and for the State of Idaho, in the above-entitled
8 matter.

9 APPEARANCES:

10 For the Plaintiff:

11 Runsvold Law Office, PLLC
12 BY MR. JAMES M. RUNSVOLD
13 623 S. Kimball Avenue, Suite C
14 Caldwell, Idaho 83606
15 jamesmrnsvold@hotmail.com

16 For the Defendant:

17 Worst, Fitzgerald & Stover, PLLC
18 BY MR. LOUIS V. SPIKER
19 3858 N. Garden Center Way, Suite 200
20 Boise, Idaho 83703
21 lvs@magicvalleylaw.com

22 THE VIDEOGRAPHER: PATRICK RODEN
23 ALSO PRESENT: Curtis Massood
24 Allen Nettleton
25

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TESTIMONY OF SUSAN A. MARTIN	
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DESCRIPTION	PAGE
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E - Copy of Canyon Outdoor Media Business Card of Allen Nettleton	57
F - Copy of Canyon Outdoor Media, LLC, Earnings Statement for 3/16/15 through 3/31/15	57
G - Copy of Email to Allen from Canyon Outdoor Media, Subject: FW: Uncollectible Contracts, 02/24/2015	66
H - Copy of Canyon Outdoor Media, Allen Nettleton Biweekly Time Sheet for 3/25/14	67

25

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11:50:02-11:51:03

1 THE VIDEOGRAPHER: We are on the record. This
2 is the deposition of Susan A. Martin, in the matter of
3 Nettleton versus Canyon Outdoor Media, LLC, in Ada
4 County, Idaho, Case No. CV OC 2015-14630.

5 The deposition is being taken on behalf of the
6 defendant. Today's date is January 14th, 2016, and the
7 time is, approximately, 11:51. We are at the offices of
8 Worst, Fitzgerald & Stover, PLLC, 3858 N. Garden Center
9 Way, Suite 200, P.O. Box 1544, Boise, Idaho 83703.

10 This deposition is being reported and
11 videotaped by M&M Court Reporting Service, 101 South
12 Capitol Boulevard, Suite 503, Boise, Idaho 83702. The
13 court reporter is Colleen Zeimantz. And the
14 videographer is Patrick Roden.

15 Will counsel please identify themselves?

16 MR. SPIKER: Louis Spiker for the defendant.

17 MR. RUNSVOLD: Jim Runsvold for the plaintiff.

18 THE VIDEOGRAPHER: Okay. Are there any
19 stipulations?

20 MR. SPIKER: No.

21 MR. RUNSVOLD: No.

22 THE VIDEOGRAPHER: Could you please swear the
23 witness?

24 ///

25 ///

Page 5

11:51:19-11:52:13

1 SUSAN A. MARTIN,
2 first duly sworn to tell the truth relating to said
3 cause, testified as follows:

4 EXAMINATION

5 QUESTIONS BY MR. SPIKER:

6 Q. All right. Thank you, Ms. Martin. As you
7 know, my name is Louis Spiker.

8 In the deposition, the court reporter is going
9 to take down everything that we say verbatim. When you
10 answer, it's important that you do so with audibles. So
11 with a "yes" or a "no." Even though it's videotaped, in
12 the transcript, shrugs, and "uh-huhs," and those kind of
13 things don't work very well. I'm going to try my best
14 not to talk over you, and I ask that you do the same.
15 It makes the court reporter's job much easier if we can
16 do that.

17 I'm going to ask you a series of questions.
18 If there is something that you don't understand, please
19 ask me to either ask the question again, or to rephrase
20 it, so that you can understand it.

21 If you remember something in response to a
22 question later, during the deposition, please let me
23 know. And it's something that, it's important that we
24 get a full answer during this deposition. If you need
25 to take a break, please let me know. We can certainly

<p>11:52:16-11:53:14 Page 6</p> <p>1 do that. The only thing is that if I've asked you a 2 question, and you haven't given me an answer, we need to 3 get an answer before we take a break. 4 Do you have any questions before we begin? 5 A. I don't. 6 Q. Can you state your name for the record? 7 A. Susan A. Martin. 8 Q. And then have you ever had your deposition 9 taken before? 10 A. No. 11 Q. Did you do anything to prepare for this 12 deposition? 13 A. In -- in respect to? 14 Q. Just did you review any documents? Did 15 you -- 16 A. I gathered files for this deposition, yeah. 17 Well, for the case, period. 18 Q. And was that in the course of your employment? 19 A. Yes. 20 Q. And with that, who are you currently employed 21 by? 22 A. Canyon Outdoor Media, LLC. 23 Q. What do you do for Canyon Outdoor Media? 24 A. Administrative and bookkeeping. 25 Q. When did you start?</p>	<p>11:54:28-11:55:36 Page 8</p> <p>1 A. Curtis, the owner, Curtis Massood. 2 Q. And on the administrative side, what are your 3 job duties? 4 A. Just keep in charge of the entire office. 5 Anything -- anything that goes on in the office that has 6 to be handled, I was handling it. Whether it would be 7 cleaning the office, right down to purging files. 8 Q. Are you the person that's then responsible for 9 maintaining files on -- 10 A. Yes. 11 Q. -- on customers? 12 A. Yes, that's part of my accounts receivable, 13 accounts payable. 14 Q. What were your interactions with individuals 15 that were responsible for marketing the -- for Canyon 16 Outdoor Media? 17 A. I really didn't have a lot to do with their 18 marketing procedures. I just would meet with them on 19 Mondays, and go over what they had done for the week 20 prior to see what clients they had visited, if they hit 21 their target. 22 Q. When you say, "hit their target," what do you 23 mean by that? 24 A. There was a certain amount of cold calls 25 required for the job that they had to make journal</p>
<p>11:53:15-11:54:26 Page 7</p> <p>1 A. August 28, 2008. 2 Q. What did you do before that? 3 A. I lived in New York, and I was also a 4 bookkeeper, administrative assistant in New York City. 5 Q. Have you had the same position with Canyon 6 Outdoor Media since 2008? 7 A. Yes. 8 Q. With regard to your bookkeeping duties, can 9 you tell me what that entails? 10 A. I do the accounts receivables, the accounts 11 payables, any collections that need to be done on behalf 12 of the clients. 13 Q. Are you currently in charge of payroll? 14 A. No, not any more. 15 Q. Were you previously -- 16 A. Yes. 17 Q. -- responsible? 18 What were your previous payroll duties? 19 A. To gather up the hours done by an employee and 20 commissions. 21 Q. When you say, "commissions," what do 22 you -- what do you mean with that? 23 A. I would run a revenue report. And from there, 24 tell what commissions the employee was entitled to. 25 Q. And who would you tell?</p>	<p>11:55:41-11:56:32 Page 9</p> <p>1 weeks, period. And depending on if they had a meeting 2 in a day, of course, that would eliminate a few of what 3 was expected of the day. So that's why we would review 4 it on Monday to make sure they hit. 5 Q. And so there were a minimum amount of cold 6 calls? 7 A. Yes. 8 Q. Was that on a daily basis? 9 A. It was daily. 10 Q. Okay. Was that for all salespersons, or just 11 Mr. Nettleton? 12 A. It was for all salespeople. 13 Q. What was the minimum for Mr. Nettleton? 14 A. I believe it was anywhere from 15 to 20 cold 15 calls, depending on if they had meetings scheduled in a 16 day. That would, of course, eliminate some of the cold 17 calls for that day. 18 Q. And let's -- let's take a step back. Are you 19 familiar with Allen Nettleton, the plaintiff in this 20 case? 21 A. Yes, I am. 22 Q. And how do you know him? 23 A. My coworker -- he was. 24 Q. When did you first meet him? 25 A. I guess it was September; August or September</p>

11:56:34-11:57:49 Page 10	11:59:03-12:00:01 Page 12
<p>1 of 2013.</p> <p>2 Q. Did you meet him at work, or outside of work?</p> <p>3 A. At work.</p> <p>4 Q. So when you first met him, was he applying for</p> <p>5 a job with Canyon Outdoor Media?</p> <p>6 A. Yes.</p> <p>7 Q. Were you responsible for posting that job?</p> <p>8 A. Yes, I posted it on Craigslist. And he was a</p> <p>9 resume that responded.</p> <p>10 Q. And can you describe the process for posting</p> <p>11 the job?</p> <p>12 A. It was just a simple ad that was placed,</p> <p>13 outdoor billboard company seeking outside sales rep.</p> <p>14 Q. Were -- when Mr. Nettleton was hired, were</p> <p>15 there other candidates that were interviewed at the same</p> <p>16 time?</p> <p>17 A. There was.</p> <p>18 Q. Can you describe the -- I guess the hiring</p> <p>19 process for Mr. Nettleton?</p> <p>20 A. It was really done by Curtis. More or less, I</p> <p>21 just got the resumes in, and referred them to Curtis.</p> <p>22 Q. So in response to the Craigslist posting, you</p> <p>23 received some --</p> <p>24 A. Resumes.</p> <p>25 Q. Some resumes. What was the next step in that</p>	<p>1 what --</p> <p>2 A. He had a binder that had, you know, back and</p> <p>3 front pages of who he visited, what -- you know, time of</p> <p>4 day, and what the results of that meeting was on a cold</p> <p>5 call.</p> <p>6 Q. Was that -- do you know where that book is</p> <p>7 now?</p> <p>8 A. I believe Mr. Nettleton still has it.</p> <p>9 Q. Did you maintain a personnel file for</p> <p>10 Mr. Nettleton?</p> <p>11 A. I did.</p> <p>12 Q. What would have been in that file?</p> <p>13 A. Just his time sheets, and his commission</p> <p>14 sheets, what he earned in commissions.</p> <p>15 Q. And do you know the present location of that</p> <p>16 file?</p> <p>17 A. I do not.</p> <p>18 Q. When was the last time you were aware of its</p> <p>19 location?</p> <p>20 A. I don't remember the last time I actually saw</p> <p>21 the file. But it's been missing for quite some time.</p> <p>22 Q. When you say, "quite some time," are we</p> <p>23 talking months, weeks?</p> <p>24 A. Months.</p> <p>25 Q. Where was this file generally stored?</p>
11:57:52-11:59:00 Page 11	12:00:05-12:01:12 Page 13
<p>1 process?</p> <p>2 A. Forwarded them to Curtis for his review, and</p> <p>3 then scheduled an appointment with the candidate.</p> <p>4 Q. Was there a meeting in person?</p> <p>5 A. Yes.</p> <p>6 Q. Were you part of that meeting?</p> <p>7 A. No.</p> <p>8 Q. Do you know what would have been discussed at</p> <p>9 that meeting?</p> <p>10 A. Not really.</p> <p>11 Q. Did you discuss the hiring process at all with</p> <p>12 Mr. Nettleton --</p> <p>13 A. No.</p> <p>14 Q. -- at that time?</p> <p>15 Did you maintain -- I'll go back. You said</p> <p>16 you had weekly meetings with Mr. Nettleton and the other</p> <p>17 salespersons, what did you discuss, aside from whether</p> <p>18 they hit their targets at those meetings?</p> <p>19 A. Just what his goals were for the upcoming</p> <p>20 week.</p> <p>21 Q. Did you collect any documentation at those</p> <p>22 meetings?</p> <p>23 A. No, just reviewed his -- his book of meetings</p> <p>24 that he went to.</p> <p>25 Q. And then when you say, "book of meetings,"</p>	<p>1 A. In a -- in a file cabinet in -- in our supply</p> <p>2 room.</p> <p>3 Q. Do you recollect when you first discovered</p> <p>4 that it was missing?</p> <p>5 A. Probably when Curtis was asking me a question.</p> <p>6 When I went for the file, it was gone.</p> <p>7 Q. Do you have any idea where that would be?</p> <p>8 A. I do not.</p> <p>9 Q. Aside from -- when you say, "time sheets," I'm</p> <p>10 going to -- I'm going to step back.</p> <p>11 When you say, "time sheets," what do you mean</p> <p>12 when you say, "time sheets"?</p> <p>13 A. It shows the hours that he was in that week,</p> <p>14 or if he took a vacation, or something that would be</p> <p>15 noted on this sheet. Although he was paid a salary, I</p> <p>16 still had to fill out a time sheet for him and report</p> <p>17 it.</p> <p>18 Q. Were there a certain number of hours that</p> <p>19 Mr. Nettleton was required to work a week?</p> <p>20 A. 9:00 to 5:00.</p> <p>21 Q. What else would have been in this personnel</p> <p>22 file?</p> <p>23 A. Just if -- at the end of the month, it was</p> <p>24 commissions were once a month. So at the last</p> <p>25 time -- the second time sheet of the month would have</p>

<p>12:01:14-12:02:44 Page 14</p> <p>1 been attached to -- would have been the commissions, and 2 how they were arrived at. 3 Q. Was this the only place that that commission 4 information would have been stored in the office? 5 A. Yes. And a copy was also given to 6 Mr. Nettleton for his records. 7 Q. Were there -- are there any other duties that 8 you have for Canyon Outdoor Media? 9 A. In respect to? 10 Q. Just for your job. 11 A. No, not really. Occasionally, once a week, I 12 go get mail out at the airport. But other than that, 13 no, it's just basic office duties. 14 Q. Were you responsible for providing leads to 15 salespersons? 16 A. No, not at all. 17 Q. Was anyone else in the office responsible for 18 providing leads to salespersons? 19 A. No. Because at that point, when Allen was 20 working with us, it was really only Allen and myself. 21 He was sales, and I was administrative in the office. 22 Q. With regard to Mr. Nettleton, was there anyone 23 that told him how he was required to perform the work 24 that he did? 25 A. He -- it was discussed between Curtis and</p>	<p>12:04:18-12:05:19 Page 16</p> <p>1 been marked as Exhibit A? 2 A. Yes. 3 Q. And can you tell me what that is? 4 A. It's "New Commission Rates Are As Follows." 5 And this was set on February 28th, 2014. 6 Q. And what was the purpose of that document? 7 A. I -- I'm not sure what -- why it came to me, 8 but Curtis called me, and told me to get this letter 9 out, and have Allen sign it. That these were the new 10 rates and terms. 11 Q. Are you aware of any other information 12 regarding the -- regarding that document? 13 A. Just what Curtis told me to type and send out. 14 Q. Did you obtain Mr. Nettleton's signature on 15 that document? 16 A. I did. 17 Q. You had said that there were a couple of 18 changes. 19 A. Uh-huh. 20 Q. What was the first compensation agreement? 21 A. I would have to look, because I know I gave 22 him a bunch of papers. And I don't remember in what 23 order they came in, but there was -- 24 Q. Were there -- and with regard to that, when 25 you say, "you would have to look." Was there another</p>
<p>12:02:49-12:04:16 Page 15</p> <p>1 Allen. That was more like -- that was Curt's job. When 2 he wanted something done, he would tell Allen. I had no 3 authority to direct him on what to do with his job, 4 really. 5 Q. And when you say, Curt would direct him, was 6 this -- did he provide individual tasks for 7 Mr. Nettleton to do? 8 A. Not that I'm aware of. 9 Q. You had mentioned that Mr. Nettleton was 10 required to make a certain number of cold calls every 11 day. Was he required to work a certain number of hours? 12 A. 9:00 to 5:00 he was -- that was his scheduled 13 hours. And I know a lot of times he would be out there 14 longer than that. And then there would be a time where 15 there was nothing going on, and the day would be 16 shorter, you know, around -- especially around the 17 holiday or something. But other than that, no. 18 Q. When Mr. Nettleton was paid, how was 19 his -- what were the terms of his compensation? 20 A. It changed a few times. So the last was -- as 21 written here, I'm looking at it. I can't help, but see 22 it sitting here. So this was probably the -- changed 23 last that he had to abide by in order to get certain 24 commissions. 25 Q. And are you referring to a document that's</p>	<p>12:05:22-12:06:29 Page 17</p> <p>1 written agreement that set forth the compensation? 2 A. I don't remember if it was an exact agreement, 3 but it was an email changing -- I believe it was on 4 outstanding customer balances. That if they didn't pay 5 something to the effect that he was going to back it out 6 of Allen's salary. 7 Q. Do you know when that email would have been 8 sent? 9 A. I don't remember off the top of my head, but 10 I -- 11 Q. Do you know if it was after that agreement? 12 A. Yes, I believe it was. 13 Q. So prior to that -- that agreement, referring 14 to what has been marked as Exhibit A. What were the 15 terms of Allen's -- 16 A. The terms of what I recall when he was hired, 17 he got ten percent of any new business in, and five 18 percent of renewals. 19 Q. Aside from a minimum amount of cold calls, 20 were there other -- any other minimum requirements that 21 Mr. Nettleton had to meet before he was entitled to 22 either the ten percent on new matters, or the five 23 percent on referrals? 24 A. Yes, that's -- that would be referring to this 25 document, again. It would be on two new contracts for a</p>

12:06:32-12:07:51 Page 18	12:10:06-12:11:18 Page 20
<p>1 year. They would have to be one-year contracts each.</p> <p>2 He -- which equals the 24 months. He would get five</p> <p>3 percent commission. If he brought in three contracts,</p> <p>4 three one-year contracts, it would be seven-and-a-half</p> <p>5 percent of the renewals. And four contracts would be</p> <p>6 ten percent of the renewals.</p> <p>7 Q. And was that the same before that agreement?</p> <p>8 A. Was it the same before this? No, it was ten</p> <p>9 percent of the new contracts, and five percent of the</p> <p>10 renewals.</p> <p>11 Q. Please help me understand. In 2013 --</p> <p>12 A. Right.</p> <p>13 Q. -- what were the terms of Mr. Nettleton's</p> <p>14 compensation?</p> <p>15 A. If he brought in a new contract, he got ten</p> <p>16 percent of the new contract. If -- and then he got five</p> <p>17 percent of the monthly revenue on renewals.</p> <p>18 Q. Did he have to meet any minimums in order to</p> <p>19 receive the ten percent on the --</p> <p>20 A. Not at that point, no.</p> <p>21 Q. Was there a base portion of his compensation</p> <p>22 in 2013?</p> <p>23 A. He -- he had the same as always. It was</p> <p>24 \$500 -- well, it was \$1,000 every two weeks that we got</p> <p>25 paid on the 15 -- I forgot what it was now. Yeah, we</p>	<p>1 one area would always hurt more than the other. We had</p> <p>2 mostly Boise billboards being worked on, and not the</p> <p>3 Nampa portion of our right list.</p> <p>4 Q. To go back to Mr. Nettleton's job duties, was</p> <p>5 he given a list of potential clients to solicit?</p> <p>6 A. No, not that I'm aware of.</p> <p>7 Q. Was he responsible for finding new clients?</p> <p>8 A. Yes.</p> <p>9 Q. In 2013, how was Mr. Nettleton hired?</p> <p>10 Specifically, was he hired as an independent contractor,</p> <p>11 or as --</p> <p>12 A. Yes.</p> <p>13 Q. -- an employee?</p> <p>14 A. 1099, independent contractor.</p> <p>15 Q. When -- during the application process, or</p> <p>16 during the hiring practice, did Mr. Nettleton fill out</p> <p>17 any withholding forms, or anything like that --</p> <p>18 A. No --</p> <p>19 Q. -- from the IRS?</p> <p>20 A. -- he did not.</p> <p>21 Q. Did you discuss how the position was</p> <p>22 classified with Mr. Nettleton at that time?</p> <p>23 A. He was responsible for paying his own taxes,</p> <p>24 if that's what you mean, yes.</p> <p>25 Q. But you had that conversation with him?</p>
12:07:55-12:10:02 Page 19	12:11:19-12:12:50 Page 21
<p>1 were empty on -- on the 15th and the 30th of the month.</p> <p>2 200 of that was gas money, so it was really 800.</p> <p>3 Q. Was there any minimum requirements in 2013</p> <p>4 that Mr. Nettleton had to meet in order to receive that</p> <p>5 \$1,000 a --</p> <p>6 A. No.</p> <p>7 Q. In the fall of 2013, was Mr. Nettleton</p> <p>8 bringing in a substantial amount of new contracts?</p> <p>9 A. No, he was just, as we say, "getting his feet</p> <p>10 wet." He was new to the business, and feeling his way,</p> <p>11 and eventually he started bringing in. I think December</p> <p>12 was the first one, if I'm not mistaken, but...</p> <p>13 Q. During the fall of 2013, was Canyon Outdoor</p> <p>14 Media bringing in more revenue than it had for expenses?</p> <p>15 A. Not really positive on that. I couldn't quote</p> <p>16 you on that. But our billing was probably the same as</p> <p>17 it had been any other year prior at that point. We</p> <p>18 don't have a lot of renewals in December.</p> <p>19 Q. Do you recollect in late 2013 and early 2014,</p> <p>20 whether Canyon Outdoor Media had a significant amount of</p> <p>21 vacant billboards?</p> <p>22 A. Yes, we did.</p> <p>23 Q. Can you tell me when that would have started?</p> <p>24 A. It had been for a while the flow, because we</p> <p>25 really hadn't had a salesperson working two areas. So</p>	<p>1 A. I think we all did at that point, Curtis,</p> <p>2 myself, and Allen.</p> <p>3 Q. And when you say, "at that point," September</p> <p>4 of 2013; would that be accurate?</p> <p>5 A. That's about right when he was hired, yeah.</p> <p>6 Q. And that conversation would have been part of</p> <p>7 the hiring process?</p> <p>8 A. Correct. Also stated that there was like no</p> <p>9 benefits or -- of that nature.</p> <p>10 Q. Was there anything else that was discussed at</p> <p>11 that time, that you recollect?</p> <p>12 A. No, not at all.</p> <p>13 Q. During the hiring process, or the application</p> <p>14 process, was the ability to receive future commissions</p> <p>15 after a salesperson was no longer with the company ever</p> <p>16 discussed?</p> <p>17 A. No, not that I'm aware of.</p> <p>18 Q. Prior to, approximately, March of 2015, was</p> <p>19 Mr. Nettleton treated as an independent contractor by</p> <p>20 Canyon Outdoor Media?</p> <p>21 A. Yes.</p> <p>22 Q. When -- and in -- when he was treated as an</p> <p>23 independent contractor, were any taxes paid,</p> <p>24 specifically employment taxes paid by Canyon Outdoor</p> <p>25 Media?</p>

12:12:50-12:14:30 Page 22	12:16:15-12:17:20 Page 24
<p>1 A. No.</p> <p>2 Q. So as we've discussed, there was an agreement,</p> <p>3 which is the agreement marked as Exhibit A, and dated</p> <p>4 February 28th of 2014. Are you aware of any</p> <p>5 circumstances which would have given rise to that</p> <p>6 agreement?</p> <p>7 A. Just what I heard Allen screaming about, at</p> <p>8 me. Because he said he was making money, and now he</p> <p>9 found a way for him not to make money.</p> <p>10 Q. What did you understand him to mean, when you</p> <p>11 say, that he was making money, and found a way not to</p> <p>12 make money?</p> <p>13 A. Well, he told him, Emile, or one of our</p> <p>14 previous employees had told him to watch out. And I</p> <p>15 remember, because he was screaming at me. And I told</p> <p>16 him, you are yelling at the wrong person. I am not the</p> <p>17 one you want to yell at. You need to call Curtis. I</p> <p>18 have no decision-making here.</p> <p>19 Q. What changed with regard to the terms of</p> <p>20 Mr. Nettleton's compensation with regard to the</p> <p>21 agreement that's marked as Exhibit A?</p> <p>22 A. Well, the change -- the most -- the first one</p> <p>23 being, that he had to get two one-year contracts in</p> <p>24 order to get five percent of the revenue. That because</p> <p>25 when he was started, it was ten percent of new</p>	<p>1 A. Uh-huh.</p> <p>2 Q. Well, let's go November of 2013.</p> <p>3 Mr. Nettleton would have been entitled to the base</p> <p>4 portion of his compensation?</p> <p>5 A. That's correct.</p> <p>6 Q. And he also would have been entitled to five</p> <p>7 percent of any renewals that he had done?</p> <p>8 A. No, he would not have been -- he wouldn't have</p> <p>9 been doing a renewal at that point. He would have just</p> <p>10 gotten base. If he would have brought in a new</p> <p>11 contract, he would have gotten five percent of the</p> <p>12 renewals.</p> <p>13 Q. So when you -- Mr. Nettleton was saying</p> <p>14 that -- earlier you had said that Mr. Nettleton was</p> <p>15 upset that he was losing money. How was he losing money</p> <p>16 if he hadn't done any renewals at that point?</p> <p>17 A. I don't remember exactly what the -- the</p> <p>18 point -- the break point was there when this was</p> <p>19 produced. But I do know that he had -- I don't have the</p> <p>20 file to pull it to verify. That's what I'm saying, the</p> <p>21 file is missing. So I can't really speak right now,</p> <p>22 because I don't know what I would be saying. I need to</p> <p>23 look back at the record, and I do not have a copy of the</p> <p>24 record.</p> <p>25 Q. When you say, "you don't have a copy of the</p>
12:14:34-12:16:13 Page 23	12:17:22-12:18:44 Page 25
<p>1 contracts, five percent of renewal. But now, in order</p> <p>2 to get the renewal, he had to meet the two one-year</p> <p>3 contract renewal of the new contract.</p> <p>4 Q. You said there was a ramping-up process</p> <p>5 through, probably, December. In December and</p> <p>6 January -- December of 2013 and January of -- sorry --</p> <p>7 December of 2013 and January of 2014 was Mr. Nettleton</p> <p>8 producing new contracts?</p> <p>9 A. You know, I tried looking back, and I don't</p> <p>10 recall all the clients off the top of my head. But I do</p> <p>11 believe he had done one or two contracts, and was</p> <p>12 getting a commission on that.</p> <p>13 Q. Was it necessary for individuals that were</p> <p>14 performing marketing for Canyon Outdoor Media to -- in</p> <p>15 order for the business to be viable, to produce new</p> <p>16 contracts?</p> <p>17 A. It -- well, of course, yeah, new contracts was</p> <p>18 a huge part of the job.</p> <p>19 Q. Under the terms of the agreement for</p> <p>20 Mr. Nettleton's compensation in 2013, if he produced no</p> <p>21 new contracts for the company, he would have been</p> <p>22 entitled to the full amount of compensation?</p> <p>23 A. I'm sorry. I don't understand what you are</p> <p>24 asking.</p> <p>25 Q. In -- in, let's say, October.</p>	<p>1 record." Specifically, what would you not have a copy</p> <p>2 of?</p> <p>3 A. There was a commission drawn on December, and</p> <p>4 it was a -- a nice commission. But, you know, again, I</p> <p>5 don't know what it was for. If -- you know, if it was a</p> <p>6 new contract. I don't have any of the file to verify</p> <p>7 it.</p> <p>8 MR. SPIKER: Can you hand her what was</p> <p>9 previously marked as Exhibit B in the previous</p> <p>10 deposition?</p> <p>11 THE WITNESS: It would be here. Oh, Peak.</p> <p>12 Q. (BY MR. SPIKER) Can you look at Exhibit C,</p> <p>13 which I believe is below that. Is that the document</p> <p>14 that you were referring to?</p> <p>15 A. Yeah. Yes, it looks like that's the correct</p> <p>16 amount.</p> <p>17 Q. Is -- with what is marked as Exhibit C, can</p> <p>18 you tell me what that document is?</p> <p>19 A. It's a monthly revenue report.</p> <p>20 Q. Is that for -- for which month?</p> <p>21 A. For November 21st through December 23rd, 2013.</p> <p>22 Q. And when you just said that there was a</p> <p>23 missing document, is this the type of document that was</p> <p>24 missing?</p> <p>25 A. Well, it would be this, so, yes. But I can't</p>

12:18:46-12:20:33 Page 26

1 say exactly that's what would have been in the file,
2 because I don't know. But the dollar amount looks
3 correct. And it's the Peak contract. See, normally, I
4 would have put a copy of this (indicating), a copy of
5 this (indicating), stapled to his time sheet in his
6 file.
7 Q. When you say, "a copy of this, and a copy of
8 this," can you refer to the --
9 A. Oh, I'm sorry. A copy of the contract, and a
10 copy of the revenue report.
11 Q. So what has been marked as Exhibit B and
12 Exhibit C?
13 A. Right. It would have been stapled to his time
14 sheet in his personnel file. So when asked what was
15 that \$625 for, I could go back and show. But again,
16 that whole file went missing.
17 Q. Was that the -- was the file that was missing
18 the only place where these monthly revenue detailed
19 reports, such as Exhibit C, were stored?
20 A. Yes. In reference to an employee's payroll,
21 yes.
22 Q. And as part of your employment for Canyon
23 Outdoor Media, you previously provided documents to me
24 that were going to be used as discovery responses?
25 A. Right.

12:20:33-12:22:16 Page 27

1 Q. Did you, by chance, give me the personnel
2 file?
3 A. No.
4 Q. No. Okay.
5 A. Poss- --
6 Q. Was it missing before that?
7 A. Yes.
8 Q. With regard to what has been marked as
9 Exhibit A.
10 A. Yes.
11 Q. Was the terms of Mr. Nettleton's compensation
12 set forth in that document, did those remain the same
13 from February 28, 2014, until Mr. Nettleton tendered his
14 resignation?
15 A. Yes, I believe they have. Yes.
16 Q. Did Mr. Nettleton say anything else to you
17 with regard to what has been marked as Exhibit A?
18 A. Just he thought it was impossible, and unfair.
19 Q. And when did he make those comments?
20 A. Every month thereafter that he worked with us.
21 And every time we had to sit down, and do payroll.
22 Q. Prior to February 28th of 2014, is it correct,
23 that Mr. Nettleton would have only received a flat five
24 percent of renewals, regardless of how many new
25 contracts he brought in?

12:22:17-12:26:16 Page 28

1 A. That is correct. But it would have been, you
2 know, on a monthly basis, not just, you know, whatever
3 crossed the board to try and raise those scales. So,
4 yeah, it would have definitely been ten percent of new,
5 five percent of the renewal.
6 Q. So in situations where Mr. Nettleton brought
7 in a significant amount of new contracts, he benefited
8 from the February 28th agreement?
9 A. Yeah, but it was, I think, maybe once or twice
10 that he did reach the four one-year contracts.
11 THE WITNESS: Sorry, my sinuses are running.
12 Do you have any tissues in here?
13 MR. SPIKER: Can we go off the record for a
14 moment?
15 MR. RUNSVOLD: Sure.
16 THE WITNESS: Sorry.
17 THE VIDEOGRAPHER: The time is, approximately,
18 12:24. We are off the record.
19 (A recess was had.)
20 THE VIDEOGRAPHER: We are back on the record.
21 The time is, approximately, 12:27.
22 Q. (BY MR. SPIKER) In February of 2014, did
23 Canyon Outdoor Media employ any other salespersons?
24 A. I'm trying to remember. No, they did not.
25 Emile left, I believe, January 30 of 2014.

12:26:21-12:28:27 Page 29

1 Q. Do you know why Emile left?
2 A. I don't really -- I don't -- I don't recall
3 what his letter of resignation said. But it was -- he
4 was just not happy.
5 Q. Was Emile producing new contracts prior to his
6 resignation?
7 A. He was. He was doing okay, but then he
8 slacked off a bit.
9 Q. When you say, "slacked off a bit," what do you
10 mean?
11 A. He wasn't working his full day like he should
12 have been.
13 Q. And when would that have occurred?
14 A. Around the holidays, around Christmas.
15 Q. Was he -- was he subject to the same minimum
16 number of cold calls?
17 A. No -- well, the cold calls, yes. Yes. And I
18 don't remember how his pay went. It's been a while.
19 Q. Do you remember if, in 2013, Emile was paid
20 differently than Mr. Nettleton?
21 A. I don't recall, to be very honest with you.
22 No, I would have to look back at my records.
23 Q. With Canyon Outdoor, the individuals that were
24 providing -- or doing marketing or sales for Canyon
25 Outdoor Media, were they responsible for servicing the

<p>12:28:31-12:29:47 Page 30</p> <p>1 contracts once they obtained them with the customer?</p> <p>2 A. You know, when you say, "servicing," I'm not</p> <p>3 really sure exactly what you mean. Most -- most didn't.</p> <p>4 As far as like collections, and getting -- the receiving</p> <p>5 the money, that's something that I would do to collect</p> <p>6 for them.</p> <p>7 Q. Specifically, with regard to customer service</p> <p>8 for contracts once they were obtained, who was</p> <p>9 responsible for that customer service?</p> <p>10 A. Basically, me. I would do the invoicing. And</p> <p>11 if the account fell behind, I would get in touch with</p> <p>12 the client to have them pay up.</p> <p>13 Q. If a client had an issue, would they call you,</p> <p>14 or would they call the salesperson?</p> <p>15 A. I would put them in touch with the salesperson</p> <p>16 to figure out what the problem was. And, of course, I</p> <p>17 would be involved to know what was being -- what was</p> <p>18 going on.</p> <p>19 Q. Is it fair to say that it was the</p> <p>20 salesperson's responsibility to address those issues?</p> <p>21 A. Depending on, yeah, what they were, I'm going</p> <p>22 to have to say, yes. But again, it would be</p> <p>23 what -- what the problem was. If it was a bad vinyl,</p> <p>24 yes, that's something that's on the salesperson to</p> <p>25 definitely get involved with, because, you know, they</p>	<p>12:30:58-12:32:39 Page 32</p> <p>1 order the art work, and order their vinyl.</p> <p>2 Q. It's my understanding that in March of 2015</p> <p>3 there was a transition from an independent</p> <p>4 contractor -- or from Canyon Outdoor Media considering</p> <p>5 Mr. Nettleton to be an independent contractor to</p> <p>6 considering him to be an employee. Are you familiar</p> <p>7 with that?</p> <p>8 A. I didn't even remember that he was there.</p> <p>9 But, yeah, we did go to a payroll company.</p> <p>10 Q. Can you tell me why that -- when you say, "we</p> <p>11 went to a payroll company," can you tell me what you</p> <p>12 mean?</p> <p>13 A. I forget. We had hired a salesperson, who</p> <p>14 insisted that he be a W-2 employee. And we were</p> <p>15 considering doing The Payroll Company, so they would be</p> <p>16 responsible for taking the taxes out, and paying their</p> <p>17 taxes, and having it outsourced. And that's when we did</p> <p>18 finally -- when Curtis decided to go with it.</p> <p>19 Q. Did Mr. Nettleton want to be considered an</p> <p>20 employee, or a -- or continue to be considered an</p> <p>21 independent contractor?</p> <p>22 A. No, I believe he went to The Payroll Company</p> <p>23 with us.</p> <p>24 Q. Was he happy about the conversion?</p> <p>25 A. I don't recall.</p>
<p>12:29:50-12:30:55 Page 31</p> <p>1 worked with the customer to get the art work.</p> <p>2 Q. When you say, "bad vinyl," can you tell me</p> <p>3 what you mean?</p> <p>4 A. If a -- if a customer went up on our</p> <p>5 billboard, and their vinyl was horrible. They hated it.</p> <p>6 Okay. Then I would have that salesperson go address,</p> <p>7 why they hated it, because it was something they</p> <p>8 designed. They approved. What can we do to make it</p> <p>9 better? That type of thing.</p> <p>10 Q. What was the process for the approval of that</p> <p>11 art work, or that vinyl?</p> <p>12 A. Well, once I got the art work, it would go to</p> <p>13 Curtis to get his approval that it could go to print,</p> <p>14 or, yes, get the customer's blessing on it.</p> <p>15 Q. When you say, "you got the art work."</p> <p>16 A. Yes.</p> <p>17 Q. What were the steps before you got the art</p> <p>18 work?</p> <p>19 A. Whoever the sales rep was, they would meet</p> <p>20 with the customer, find out what they wanted. We would</p> <p>21 have it designed either -- or they would have their own</p> <p>22 designer, or we would get it designed for them. And</p> <p>23 then it would go to Curtis to look at. And then we</p> <p>24 would send it to the customer for the customer approval.</p> <p>25 Then it would come back to me, approved, and I would</p>	<p>12:32:40-12:34:01 Page 33</p> <p>1 Q. Did he -- did you have any discussions at all</p> <p>2 with him about it?</p> <p>3 A. No, I just gave him the paperwork that needed</p> <p>4 to be filled out, and he filled it out, and turned it in</p> <p>5 to me.</p> <p>6 Q. It's my understanding that Mr. Nettleton</p> <p>7 tendered a letter of resignation in early April of 2015.</p> <p>8 Are you familiar with that?</p> <p>9 A. I am.</p> <p>10 Q. Did Mr. Nettleton tell you why he was</p> <p>11 quitting?</p> <p>12 A. Yeah, he was -- no, he didn't tell me. He</p> <p>13 kind of yelled at me, because he was really mad. I</p> <p>14 believe it was after he had got the email that was</p> <p>15 talking about any monies owed and not paid by a customer</p> <p>16 was going to be backed out of his paycheck. And he was</p> <p>17 screaming it at me, what -- yeah, and that's -- that,</p> <p>18 I'll never forget.</p> <p>19 Q. When you say, "monies owed, but not paid," can</p> <p>20 you tell me a little more about that?</p> <p>21 A. If a customer has an outstanding balance, you</p> <p>22 know, if they had past 30 -- 30, say, 90 days, and they</p> <p>23 were not paid. He was going to take the money back from</p> <p>24 Allen's pay.</p> <p>25 Q. Was this money that had previously been paid?</p>

<p>12:34:04-12:35:33 Page 34</p> <p>1 A. Yes.</p> <p>2 Q. And to be more specific. Was this -- when you</p> <p>3 say, "back from Allen's pay," was this referring to</p> <p>4 commissions that had previously been paid --</p> <p>5 A. Yes.</p> <p>6 Q. -- to Allen?</p> <p>7 Was there a time frame of when this --</p> <p>8 A. I don't recall without looking at the email.</p> <p>9 I don't remember exactly offhand. But there was an</p> <p>10 email sent specific to that term.</p> <p>11 Q. Has Mr. Nettleton discussed the claims that</p> <p>12 he's made in this lawsuit with you?</p> <p>13 A. Not at all.</p> <p>14 Q. When was the last time that you spoke with</p> <p>15 him?</p> <p>16 A. Well, a long while ago.</p> <p>17 Q. Was it after he quit?</p> <p>18 A. I think he came to the office once after that,</p> <p>19 yes.</p> <p>20 Q. Do you remember when that was?</p> <p>21 A. I don't.</p> <p>22 Q. In your experience as the office manager, or</p> <p>23 with your administrative duties, have any other</p> <p>24 salespersons been paid for commissions -- been paid</p> <p>25 commissions from payments that were received after they</p>	<p>12:36:56-12:38:31 Page 36</p> <p>1 Q. Were you ever a part of a discussion with any</p> <p>2 salesperson, when they were hired, or otherwise, that</p> <p>3 they were entitled to commissions from payments that</p> <p>4 Canyon Outdoor Media received after they either quit, or</p> <p>5 were terminated?</p> <p>6 A. That would have been something that I would</p> <p>7 not have discussed with them at all. That's not for me</p> <p>8 to say how they get paid. That was totally up to Curt,</p> <p>9 what his plan was to do if they did quit, or what was to</p> <p>10 be.</p> <p>11 Q. It's my understanding that there is some</p> <p>12 dispute with regard to a contract from Snake River</p> <p>13 Dental in November and -- that occurred in November and</p> <p>14 December of 2014. Are you familiar with that?</p> <p>15 A. Oh, yeah.</p> <p>16 Q. Can you tell me your understanding of that</p> <p>17 dispute?</p> <p>18 A. My understanding is that contract was trying</p> <p>19 to be -- it was try- -- they tried to fax it multiple</p> <p>20 times to us, email it to us. They were having huge</p> <p>21 difficulties getting that contract to us. And then they</p> <p>22 finally got it to us, I believe, it was after the</p> <p>23 holiday weekend, which would have put us after, I guess,</p> <p>24 the commission term for that month. I'm not quite sure</p> <p>25 how that went. But I do remember they were having huge</p>
<p>12:35:36-12:36:55 Page 35</p> <p>1 either quit, or were terminated?</p> <p>2 A. I -- you know, off the top of my head,</p> <p>3 I -- you know, people who left really didn't do anything</p> <p>4 during my time there. Emile was due commissions, but he</p> <p>5 never, you know, fought to get them, but -- and I know</p> <p>6 that when Jeff left. That was going back many moons</p> <p>7 ago. Jeff was given a check, but it was considered a</p> <p>8 severance pay, so... But, no, I don't know of anybody</p> <p>9 that has.</p> <p>10 Q. With regard to Jeff, was Jeff terminated, or</p> <p>11 did Jeff quit?</p> <p>12 A. Jeff was terminated.</p> <p>13 Q. Do you know the reason for Jeff's termination?</p> <p>14 A. I do not. It was -- I was just starting, and</p> <p>15 it had happened.</p> <p>16 Q. With regard to Emile, you had referenced</p> <p>17 commissions that were owed. Is there any term of the</p> <p>18 agreement, any documents that would show that he was</p> <p>19 owed commissions?</p> <p>20 A. Just by the revenue report, but he wasn't</p> <p>21 seeking them. He didn't go for them. He didn't</p> <p>22 question it. He just quit, period. I don't know that</p> <p>23 he would have been paid, or what -- what the</p> <p>24 circumstances would have been had he requested them or</p> <p>25 not.</p>	<p>12:38:35-12:39:49 Page 37</p> <p>1 difficulties getting us that contract back.</p> <p>2 Q. And what do you mean by "huge difficulties"?</p> <p>3 A. It would come in all scattered, blurry, or you</p> <p>4 couldn't open it. Her fax machine would come in -- she</p> <p>5 would try to fax it to us. It was coming in blank, the</p> <p>6 pages.</p> <p>7 Q. Do you recollect when -- when the first</p> <p>8 attempt was made to send that to Canyon Outdoor Media?</p> <p>9 A. It was before the Thanksgiving break. Because</p> <p>10 she was going away, I remember specifically speaking to</p> <p>11 Ti-jon about it. They -- she was going away with her</p> <p>12 family, and she was going to stop by her husband's</p> <p>13 business and try to get it to us. And that attempt</p> <p>14 failed, as well. I don't know what she was doing wrong,</p> <p>15 but...</p> <p>16 Q. When you say, "the attempt failed." Did she</p> <p>17 send a partial document before the Thanksgiving break?</p> <p>18 A. Nothing was coming through. It was a blank</p> <p>19 document coming through.</p> <p>20 Q. When you say, "a blank document was coming</p> <p>21 through," was that on the fax?</p> <p>22 A. Yes. And when she emailed it, it was</p> <p>23 distorted.</p> <p>24 Q. When did she first email it?</p> <p>25 A. Again, before that Thanksgiving break.</p>

12:40:12-12:41:59 Page 38

1 Q. It's my understanding that there were no
2 payments from Canyon Outdoor Media customers deposited
3 in October -- in the October, essentially, commission
4 period; is that correct?
5 A. I'm sorry. Of what year?
6 Q. In 2014.
7 A. I don't know off the top of my head. I
8 wouldn't without looking at the documents.
9 Q. It's also my understanding that,
10 approximately, twice the normal volume of payments from
11 Canyon Outdoor Media customers were deposited in
12 November of 2014; is that correct?
13 A. Again, I would have to look at documents. I
14 would have to see what deposit you are referring to.
15 Q. The -- when did the, essentially, the
16 commission periods -- were those -- when did they end?
17 A. It was -- I believe it was -- I believe we
18 tried to get it from the 1st to the 25th of the month,
19 so that we would have the five days up to the 30th to
20 look at them, and make sure that everything was in a row
21 so it would get approved by Curtis. So generally, it
22 would be from the 1st to the 25th.
23 Q. And if a contract was obtained, say, on the
24 28th when would that --
25 A. It would pull into the next month.

12:42:02-12:43:54 Page 39

1 Q. And was that a uniform policy, or has that
2 been a uniform policy?
3 A. It has, but we had occasion where we've had a
4 holiday in between, and we had to stretch that date to
5 the 30th, instead of the 25th. On occasion, not often,
6 but once in a blue moon, it does happen.
7 Q. Can you give me an example of when that would
8 have been?
9 A. I don't have a calendar in front of me to tell
10 you when it would have happened. But if a holiday, like
11 Thanksgiving is on a Thursday, and, of course, that
12 Friday -- so it would have probably been pushed to that
13 Monday, because of how the calendar falls.
14 Q. Are you aware of any other documents, besides
15 the email that you referenced, and what's been marked as
16 Exhibit A, which would set forth a term of
17 Mr. Nettleton's compensation?
18 A. No.
19 Q. To go back to November of 2014. When was
20 the -- can you describe how payroll, your preparations
21 for that, and the end of November of 2014?
22 A. It would just be run the revenue report for
23 whatever the last date was, the 26th of the month prior
24 to the 25th of the current month, and any revenues that
25 came in.

12:43:56-12:46:11 Page 40

1 Q. Was there a delay in the preparation of that
2 report in November of 2014?
3 A. I don't remember off the top of my head.
4 Q. Did the term "new contracts" have a definition
5 that was used at Canyon Outdoor Media?
6 A. Yeah, new contracts is a customer we've never
7 had before.
8 Q. Did a new contract also include a current
9 customer, but an additional billboard?
10 A. That was kind of an iffy. There was never
11 anything that I was made aware of that said, no, it
12 wasn't, or, yes, it was. I mean, you know, I don't --
13 Q. Did the term "renewal contract" or "renewal
14 contracts" have a definition that was used at Canyon
15 Outdoor Media?
16 A. It was just a customer, an existing customer
17 that renewed their contract, period.
18 Q. Were there any other additional minimum
19 performance standards that Mr. Nettleton was required to
20 meet, either in 2013, or after February 2014, in order
21 for him to receive commission?
22 A. Not that I'm aware of. I was just aware of
23 this scale.
24 Q. After Emile left in early 2014, what happened
25 to the contracts that he had?

12:46:15-12:48:14 Page 41

1 A. Most of them, pretty much, they were new, and
2 they became renewals later on that Allen would renew.
3 But there was no commission paid on them, as far as I
4 know, unless he met that sliding scale here to get
5 commissions.
6 Q. And when you say that, if he was -- he would
7 have been entitled to commission pursuant to the terms
8 of what's been marked as Exhibit A --
9 A. Yes.
10 Q. -- afterwards?
11 A. On contracts he remitted, yes.
12 Q. In March of 2015, or prior to March of 2015,
13 who was responsible for paying the employment taxes on
14 the wages that Mr. Nettleton earned?
15 A. He was responsible for reporting his as a 1099
16 employee.
17 Q. Following the "conversion," to use that term,
18 in March of 2015, how were employment taxes paid?
19 A. Through The Payroll Company.
20 Q. And --
21 A. Oh, you mean -- sorry. Say that one more
22 time.
23 Q. So after March, or approximately the middle of
24 March of 2015, after The Payroll Company was used
25 and -- who was responsible for paying the employment

<p>12:48:21-12:49:35 Page 42</p> <p>1 taxes?</p> <p>2 A. For individuals?</p> <p>3 Q. Correct.</p> <p>4 A. We were, ourselves, prior to us going to the</p> <p>5 payroll company. After The Payroll Company took over,</p> <p>6 they are now responsible.</p> <p>7 Q. And when you say, "The Payroll Company," is</p> <p>8 that the name of it?</p> <p>9 A. Yes, ironically, it is called "The Payroll</p> <p>10 Company."</p> <p>11 Q. And they are local, here, in Boise?</p> <p>12 A. Yes, they are.</p> <p>13 Q. When Mr. Nettleton tendered his letter of</p> <p>14 resignation, did he request to be paid what was owed at</p> <p>15 that time?</p> <p>16 A. Yes, he did.</p> <p>17 Q. Was he paid everything that was owed as of the</p> <p>18 date of his resignation?</p> <p>19 A. Well, he handed me a paper with a list of</p> <p>20 clients that he wanted to be paid for. So at that</p> <p>21 point, I would say, no, because he was assuming that he</p> <p>22 was getting paid for it.</p> <p>23 Q. And when you say, "a list of clients," were</p> <p>24 these -- were these ongoing contracts?</p> <p>25 A. These were new customers that he brought into</p>	<p>13:03:21-13:04:38 Page 44</p> <p>1 A. Okay.</p> <p>2 Q. You heard the instructions that Counsel gave</p> <p>3 when he started his deposition. I'll try not to talk</p> <p>4 over you, if you'll do the same. If you don't</p> <p>5 understand any question that I ask tell me, because I</p> <p>6 don't want to confuse you. I'm not trying to. I'm just</p> <p>7 trying to get the information.</p> <p>8 A. Sure.</p> <p>9 Q. Okay. Let's talk about the Snake River Dental</p> <p>10 contract that we have had discussion here about, that</p> <p>11 happened around November of 2014.</p> <p>12 A. Yes.</p> <p>13 Q. My understanding is that that was posted to</p> <p>14 Mr. Nettleton's account in December instead of in</p> <p>15 November for purposes of commission calculation; is that</p> <p>16 right?</p> <p>17 A. I really -- to remember it exactly, I don't</p> <p>18 remember what the cut-off was for that specific period</p> <p>19 thereabouts. It was posted, I believe, to his November</p> <p>20 commissions, if my recollection -- if my memory serves</p> <p>21 me correctly. It was posted to the November commissions</p> <p>22 versus being put on the December commissions.</p> <p>23 Q. Okay. And that had the effect of qualifying</p> <p>24 him for commissions on the renewal contracts for</p> <p>25 November; correct?</p>
<p>12:49:41-13:03:20 Page 43</p> <p>1 Canyon Outdoor.</p> <p>2 Q. To be more specific, with regard to any</p> <p>3 payments that were received from either renewal, or new</p> <p>4 customers, so these payments that were received by</p> <p>5 Canyon Outdoor Media as of the date Mr. Nettleton</p> <p>6 tendered his resignation, was Mr. Nettleton paid his</p> <p>7 base and commission based on those payments?</p> <p>8 A. Yes, he was, up to that date.</p> <p>9 MR. SPIKER: I think that's all the questions</p> <p>10 I have.</p> <p>11 MR. RUNSVOLD: Can we take five?</p> <p>12 MR. SPIKER: Yes.</p> <p>13 THE VIDEOGRAPHER: The time is, approximately,</p> <p>14 12:51. And we are off the record.</p> <p>15 (A recess was had.)</p> <p>16 THE VIDEOGRAPHER: We are back on the record.</p> <p>17 The time is, approximately, 1:04.</p> <p>18 EXAMINATION</p> <p>19 QUESTIONS BY MR. RUNSVOLD:</p> <p>20 Q. Ms. Martin, I've got a few questions for you</p> <p>21 based on your testimony, and some other questions I had.</p> <p>22 And I'm going to take these in kind of random order, and</p> <p>23 I apologize for that. But I've made notes as we've gone</p> <p>24 along here, and I'd kind of like to go back through and</p> <p>25 clarify some things.</p>	<p>13:04:39-13:05:54 Page 45</p> <p>1 A. Correct.</p> <p>2 Q. Okay. And there was a controversy concerning</p> <p>3 Mr. Massood involving Mr. Massood about the way that was</p> <p>4 posted?</p> <p>5 A. The way, yeah. The way it was received, and</p> <p>6 the way it was posted.</p> <p>7 Q. Do you believe it was posted correctly?</p> <p>8 A. You know, oh, given the fact that I know that</p> <p>9 they made numerous attempts to fax to us and/or email, I</p> <p>10 thought it was in my opinion, but it was disputed later</p> <p>11 on.</p> <p>12 Q. Okay. Again, I apologize for skipping around.</p> <p>13 When Emile left in early 2014, he had -- I</p> <p>14 would assume, and correct me if I'm wrong, that there</p> <p>15 were advertising contracts that he had procured which</p> <p>16 were still in effect?</p> <p>17 A. Yes.</p> <p>18 Q. Were the commissions off those paid to</p> <p>19 Mr. Nettleton after Emile left?</p> <p>20 A. Only as they renewed.</p> <p>21 Q. So the commissions that were -- would have</p> <p>22 been paid to Emile had he still been there were not paid</p> <p>23 to anybody; is that correct?</p> <p>24 A. That's correct.</p> <p>25 Q. And after Mr. Nettleton left in April of 2015,</p>

<p>13:06:03-13:06:47 Page 46</p> <p>1 there were contracts still in effect that he had 2 procured; correct? 3 A. Correct. 4 Q. New contracts? 5 A. Correct. 6 Q. And renewal contracts? 7 A. Correct. 8 Q. And those customers continued to make payments 9 on a more or less monthly basis? 10 A. Correct. 11 Q. Were commissions paid to anybody on those 12 payments? 13 A. No. 14 Q. So his successor did not receive the 15 commissions? 16 A. Correct. 17 Q. Those commissions went to the company? 18 A. Correct. 19 Q. Or since they weren't paid out, they were kept 20 by the company? 21 A. Correct. 22 Q. And who exactly is the company? 23 A. Curtis, Canyon Outdoor. 24 Q. Mr. Massood? 25 A. Mr. Massood.</p>	<p>13:08:00-13:09:03 Page 48</p> <p>1 a renewal, because it's an existing customer, or are 2 they two new locations that they never had, so... 3 Q. Do you -- well, obviously, that would come up. 4 Do you know how it was resolved? 5 A. I believe he was paying them as new on the 6 ones that were non-existing. 7 Q. Okay. 8 A. At the time of the renewal. So if they were 9 on Board A, and he got C -- B and C, he was paid for B 10 and C as new. 11 Q. Okay. My understanding is that the 12 commissions to the salesperson were paid when the 13 customer paid; correct? 14 A. That month, yes. 15 Q. Okay. 16 A. Yes. If they paid them that month, he got the 17 commission on it. 18 Q. Okay. So it's not when the money from the 19 customer was deposited into the Canyon Outdoor Media 20 account that was relevant to the commission, it was when 21 the customer paid; correct? 22 A. Correct. In that month, yes. 23 Q. So if there was a month when there weren't any 24 deposits made of customer money, and then there was a 25 month where there -- all of those saved up deposits were</p>
<p>13:06:48-13:07:56 Page 47</p> <p>1 Q. You were asked about renewal contracts. And 2 maybe I just wasn't listening. A renewal contract 3 involves an existing customer with a -- who has rented a 4 side on a billboard, who renews that for another period; 5 is that correct? 6 A. That is correct. 7 Q. Is there any more to that in terms of renewal? 8 A. No. 9 Q. Okay. And for new contracts, if you have a 10 prior customer who returns after six months, it 11 was -- it's my understanding, that he would be -- the 12 customer would be treated as a new contract? 13 A. Yeah, that was kind of, I guess, on the fence 14 between Curtis and Allen how that was going to be 15 handled. 16 Q. Okay. So you are not -- 17 A. That was not part of my decision-making, in 18 any way, shape, or form -- 19 Q. And I think -- 20 A. -- how that was treated. 21 Q. And I think the word you used was "iffy" when 22 you talked about existing customers with new billboards? 23 A. Right. So if they had a billboard in 24 existence, and Allen, or whoever the salesperson was, 25 got them on another two billboards, do we consider that</p>	<p>13:09:07-13:10:24 Page 49</p> <p>1 made, that's irrelevant to the commissions? 2 A. Correct. 3 Q. It's when the money was received by the 4 company? 5 A. That is correct. They have no control over 6 how they pay, how a client pays us if they -- 7 Q. Okay. You have referenced an email in around 8 April 2015 in connection with Allen's resignation from 9 the company. Who has that email? 10 A. I have it. Curtis has it. 11 Q. That's something that could be produced to us, 12 then? 13 A. Yeah. 14 Q. Now, you have testified, Ms. Martin, that 15 Curt's personnel file has disappeared? 16 A. Allen's personnel -- 17 Q. Allen's personnel file has disappeared? 18 A. Yes, it has. 19 Q. Who had it the last time you saw it? 20 A. It was in a file drawer in the room. 21 Q. And who had access to that file? 22 A. We all had access. Anybody who was an 23 employee to the company had access. 24 Q. Okay. Including Mr. Massood, I'm assuming? 25 A. Yes.</p>

<p>13:10:24-13:11:24 Page 50</p> <p>1 Q. But you don't know where it is, or what 2 happened to it? 3 A. I do not. 4 Q. When did it go missing? 5 A. A while back now. 6 Q. Pardon me? 7 A. It's been a while since I've seen the file. I 8 believe after we went to discuss something, Curtis and 9 I, and I went for the file, and it was gone. 10 Q. So when you were asked to produce documents in 11 connection with this lawsuit, you had first discovered 12 that it was gone? 13 A. Yes. 14 Q. Were any other file, personnel files gone out 15 of the cabinet? 16 A. I really didn't do a -- at a quick glance, I'd 17 say, no. 18 Q. Exhibit C, which has been discussed here, is a 19 monthly revenue detail, which you've testified about. 20 And there is some handwriting down at the bottom. Whose 21 handwriting is that? 22 A. That would be mine. 23 Q. Okay. 24 A. So -- 25 Q. And -- and when you looked at that document,</p>	<p>13:12:13-13:13:31 Page 52</p> <p>1 generated, and we went over it, and then it was 2 submitted to Curt's office for approval. 3 Q. Okay. 4 A. For payment. 5 Q. Now, Counsel has asked you questions involving 6 the term "independent contractor." And I want to know 7 what your understanding is concerning that. Are you 8 basing your classification of somebody is an independent 9 contractor as somebody who is a 1099 employee? 10 A. Yes. 11 Q. And so the fact that the employee is expected 12 to pay their own taxes makes them an independent 13 contractor? 14 A. That's correct. 15 Q. Okay. Is that all there is to it? 16 A. That's all my understanding is. 17 Q. Okay. And then if they are then on a W-2, 18 then they become employees? 19 A. That's correct. 20 Q. Okay. All right. Do you have, in the 21 computer, Allen's time sheets? 22 A. I have some, yes. I have most of them. 23 Q. So they are on the computer, as well as being 24 in his personnel file? 25 A. Right. The only thing that isn't in there,</p>
<p>13:11:26-13:12:10 Page 51</p> <p>1 you said those figures appeared correct? 2 A. Right. 3 Q. Now, this is from a long time ago, and my 4 memory is not very good. How do you remember when -- 5 A. Because I looked it up today. I was looking 6 through his file, and I happened to see what he was paid 7 commissions for the first time. 8 Q. Okay. And when you say, "his file," is 9 this -- 10 A. In the computer -- 11 Q. -- different from -- 12 A. It's in the computer, in my QuickBooks. 13 Q. Okay. 14 A. I just went back to see approximately when he 15 started producing. 16 Q. The documents that have gone missing, because 17 they were in his personnel file, are those also 18 available on a computer? 19 A. They are not. 20 Q. And which of the documents that are before you 21 are still in the computer? 22 A. I could reproduce this report, but it wouldn't 23 have my handwriting on it, obviously. 24 Q. Okay. 25 A. But that would be it, because the rest I</p>	<p>13:13:34-13:14:43 Page 53</p> <p>1 again, is the revenue report. It would be in his file, 2 but -- the one that went missing. All I would be able 3 to tell you is he worked enough to make his \$1,000 for 4 that pay period. 5 Q. Just to make sure I understand. Are the time 6 sheets still in your system? 7 A. Yes. 8 Q. And available, and can be produced? 9 A. Yes. 10 Q. Okay. You testified that you are no longer 11 responsible for payroll? 12 A. That's correct. 13 Q. When did your duties with respect to payroll 14 change? 15 A. When did we hire Jeff; in October? Was it 16 October? Yeah, October. 17 Q. October of 2015? 18 A. Yes. 19 Q. So somebody else is handling that now? 20 A. Yes. 21 Q. Is Jeff the former employee who has now 22 returned? 23 A. Yes. 24 Q. And when he left the first time, was it 25 because of some kind of embezzlement issue?</p>

13:14:47-13:16:28 Page 54

1 A. There was a bunch of things, yes, is my
2 understanding. And he wasn't doing his job, period.
3 Q. What month did you say that was?
4 A. What month, what?
5 Q. Month when Jeff started handling the payroll.
6 A. Oh, October of 2015.
7 MR. RUNSVOLD: Madam Reporter, I don't know
8 how you want to number these? I don't have any
9 objection just to continue the numbering.
10 THE WITNESS: That's the time sheet.
11 THE REPORTER: D.
12 (Exhibit D marked.)
13 Q. (BY MR. RUNSVOLD) Ms. Martin, you've been
14 handed what's been marked for identification as
15 Exhibit D to the deposition.
16 A. That's correct.
17 Q. Do you know what that is?
18 A. Yeah, that's a commission spreadsheet.
19 Q. Okay. And do you see the date on that?
20 A. Yep, 11-27 through 12-24.
21 Q. And do you see on there, where there is a
22 payment by Snake River Dental?
23 A. That is correct. They paid upfront.
24 Q. Okay. They paid \$5,400 upfront; is that
25 correct?

13:16:28-13:17:22 Page 55

1 A. That's correct.
2 Q. And the \$5,400 was included in Allen's
3 production for that month; correct?
4 A. That is correct.
5 Q. As a new account?
6 A. That's correct.
7 Q. Okay. And he was paid ten percent of that
8 during that period?
9 A. Yes, he was.
10 Q. Okay. So as soon as the money was received
11 from Snake River Dental, his commission was figured on
12 that money, and he was paid the ten percent?
13 A. That is correct.
14 Q. Are you aware that Snake River Dental got a
15 six per- -- a ten percent discount on their bill?
16 A. I was, yes. That's what was a bonus for them
17 paying upfront.
18 Q. And do you know why Allen didn't receive the
19 full ten percent on the other \$600?
20 A. I do not.
21 Q. Okay. Was that something between him and
22 Mr. Massood?
23 A. That would have been.
24 Q. Okay. And down near the bottom, on the right
25 side of that spreadsheet.

13:17:23-13:18:19 Page 56

1 A. Uh-huh.
2 Q. There is a list of renewal contracts?
3 A. That is correct.
4 Q. Okay. How does that figure into his
5 commissions for that month?
6 A. Let's see.
7 Q. Did he get nothing for the renewals?
8 A. He did not.
9 Q. Okay. Because this --
10 A. Because it would have been listed on the far
11 left side, over here (indicating), based on the
12 percentage. So if it was here (indicating), it would
13 have been five percent. If it was here (indicating), it
14 would have been seven percent. And it would have been
15 ten percent, had it been there (indicating).
16 Q. Okay. That's --
17 A. But he did not meet qualifying contracts
18 or --
19 Q. I see.
20 A. Or -- yeah.
21 MR. RUNSVOLD: All right. Would you rather do
22 this (indicating), or a photocopy? Madam reporter,
23 which is most convenient for you?
24 THE REPORTER: Copy.
25 MR. RUNSVOLD: Okay.

13:18:19-13:19:37 Page 57

1 (Exhibit E marked.)
2 Q. (BY MR. RUNSVOLD) Ms. Martin, you've been
3 handed what's been marked for identification as
4 Deposition Exhibit E, I believe.
5 A. Correct.
6 Q. Do you recognize that as Allen's business card
7 while he worked at Canyon Outdoor Media?
8 A. Yes, I do.
9 Q. Okay. Can you see where his title is listed
10 as "area manager"?
11 A. Yes, I do.
12 Q. So that was his job title in the company?
13 A. Yes, it was.
14 Q. Is that correct?
15 A. It's what -- yeah.
16 Q. Okay.
17 A. I don't know. That's what most of the sales
18 guys call themselves anyway, area manager.
19 (Exhibit F marked.)
20 Q. (BY MR. RUNSVOLD) Ms. Martin, you've been
21 handed what's been marked for identification as Exhibit
22 F to the deposition. Do you recognize that?
23 A. Yes, it's a payroll stub.
24 Q. And this is for Allen Nettleton?
25 A. That is correct.

13:19:38-13:20:35	Page 58	13:21:39-13:22:53	Page 60
1 Q. Would this have been his last pay stub?		1 A. Yes, I was just submitting his hours. Well,	
2 A. Yes, I believe it -- well, I think there was a		2 actually, I would send them to Kansas City, Donna and	
3 check after this. I'm not sure. What's the date? I		3 Curtis. They would approve it, and they would call it	
4 would have to look, but I thought there was another		4 into The Payroll Company.	
5 check that was due him after this.		5 Q. Okay.	
6 Q. Okay. But you recognize that as a pay stub		6 A. I had no direct contact with The Payroll	
7 for a paycheck from Canyon Outdoor Media, LLC, to Allen		7 Company.	
8 Nettleton?		8 Q. Okay. Ms. Martin, are you aware of whether or	
9 A. Correct.		9 not Canyon Outdoor Media had any workers' compensation	
10 Q. And would that -- I see the date of 4/15/15 on		10 coverage on any of its employees?	
11 there. Is that the date that that would have been paid?		11 A. No.	
12 A. That would have been direct deposit, yes.		12 Q. Were you an employee of -- are you an employee	
13 Q. Okay.		13 of Canyon Outdoor Media?	
14 A. Because our payroll is run the 15th and the		14 A. Yes, I am.	
15 30th for deposit.		15 Q. And when did that start?	
16 Q. Okay. And this was during the period when		16 A. August 28th, 2008.	
17 Allen was considered an employee by the company;		17 Q. So you have always been an employee?	
18 correct?		18 A. Yes -- well, I was W -- W -- 1099, as well. I	
19 A. Correct.		19 was considered a --	
20 Q. So there was wage withholding?		20 Q. Independent contractor?	
21 A. Yes.		21 A. Yes, I was, until we went to payroll.	
22 Q. And do you see where it says, "FICA tax, Fed		22 Q. And that's based on your understanding of what	
23 tax, Medicare, state tax"?		23 an independent contractor is, based on you paying your	
24 A. Yes.		24 own taxes?	
25 Q. Were those -- were those actually withheld		25 A. That's correct.	
13:20:37-13:21:37	Page 59	13:22:54-13:23:47	Page 61
1 from his paycheck?		1 Q. Okay. And so you are unaware of whether or	
2 A. Yes, they were.		2 not there is any workers' compensation coverage for	
3 Q. And were they paid over to the respective --		3 anybody that works at Canyon Outdoor Media?	
4 A. Tax agency.		4 A. There is not for the individual employees. We	
5 Q. Tax agencies?		5 just have it for our billboards, for any work to be done	
6 A. Yes, they were. And, in fact, I sent him a		6 on the billboards, themselves, as far as maintenance	
7 W-2 form out the other day with respect to these -- to		7 goes.	
8 this payroll.		8 Q. Well, who is actually covered by that?	
9 Q. Okay. So Allen received a W-2 for 2015?		9 A. I believe his name is Jason Yinglin. He does	
10 A. Yes, it's from The Payroll Company.		10 our maintenance, like painting the billboards, upkeeping	
11 Q. Okay. Are you aware of whether or not the		11 the billboards.	
12 company's match on this -- on these taxes was also paid		12 Q. Is he an employee, or an independent	
13 over by The Payroll Company?		13 contractor?	
14 A. As far as I know, yes. Because she is, like I		14 A. He is an independent contractor.	
15 said, responsible for handling paying the respective		15 Q. So he has his own workers' compensation; is	
16 agencies their funds.		16 that what you are saying?	
17 Q. And so the payroll company would have been		17 A. No, we -- we pay it for him. We do have	
18 responsible also for dispersing this money to the taxing		18 workers' compensation for him.	
19 agency?		19 Q. But he's an independent contractor?	
20 A. That is correct.		20 A. Yeah.	
21 Q. Okay. That's not something you were involved		21 Q. So he's on a 1099, but you have workers' comp	
22 with?		22 for him?	
23 A. No.		23 A. We have workers' comp, yes, for the	
24 Q. Okay. But at the time that this was done, you		24 billboards.	
25 were still handling the payroll; correct?		25 Q. Okay. Does Canyon Outdoor Media pay	

13:23:50-13:24:59

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1 unemployment compensation premiums to the Idaho
2 Department of Labor?
3 A. Not that I'm aware of prior to us going to The
4 Payroll Company.
5 Q. Okay. The weekly activity reports, for want
6 of a correct terminology, that Allen would turn in on
7 Monday mornings, what happened to those?
8 A. He still has them. He maintains a book. So
9 he would be able to go back and re-visit customers that
10 he visited like two weeks ago, and go back to them, and
11 follow-up with them.
12 Q. So by "he," you mean, Allen?
13 A. Allen.
14 Q. Did he take those with -- that book with him
15 when he left?
16 A. Yes, he did.
17 Q. Okay. Was that report conveyed to
18 Mr. Massood?
19 A. Yes.
20 Q. Okay. In what form?
21 A. We would discuss it on the phone.
22 Q. Okay.
23 A. To talk about, you know, our weekly meeting.
24 Q. Were there other weekly activity, or any kind
25 of activity reports that Mr. Massood received from

13:26:15-13:27:41

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1 and look at an original.
2 Q. Ms. Martin, is it fair to say, that you are
3 not sure that he was paid a five percent on renewal?
4 A. Yes, at this point, I am, definitely.
5 Q. At the time Allen left the employment of
6 Canyon Outdoor Media, I understand he had a
7 conversation -- or around about that time -- with
8 Mr. Massood concerning payment of commission -- of his
9 commissions after he left. Were you a party to that?
10 A. I -- no, I was not. It was between the two of
11 them. I do know when Allen was yelling and ranting
12 about it as he left the office. But I was on the phone.
13 I do not know what was exactly said.
14 Q. Okay. But you did overhear a conversation
15 when Emile left, in, approximately, February of 2014,
16 between Allen and Curt, Mr. Massood, concerning Emile's
17 payment for commissions after he left?
18 A. Yeah, Emile -- see, it was just -- Emile just
19 cut and dry left. He didn't look back. He didn't want
20 nothing. He was gone. So I -- you know, again,
21 anything that Allen was to renew, that's what he would
22 get paid on. He just didn't inherent the pipeline.
23 Q. But do you remember that Mr. Massood and
24 Allen, actually, spoke about Emile's entitlement to
25 commissions on his contracts after he left?

13:25:04-13:26:11

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1 Allen, or through you?
2 A. No, that I'm aware of. No.
3 Q. Do you know what Mr. Massood's instructions
4 were to Allen while he was working there?
5 A. Just to hit his cold calls, and -- you know,
6 hit your cold calls, you'll be making money.
7 Q. And 9:00 to 5:00 work hours?
8 A. Correct.
9 Q. Ms. Martin, my client tells me that you are
10 mistaken about the ten -- the five percent commissions
11 on renewal contracts from the time he was first hired.
12 Is it -- what would show definitely how he was paid on
13 those?
14 A. The records that I had. I can't remember off
15 the top of my head, because, you know, it was different
16 for Emile. It was different -- you know, each
17 time -- so it was just a little bit too much, I guess,
18 on the brain.
19 Q. But you have records accessible to you that
20 would show that?
21 A. I could try and re- -- you know, reproduce
22 them, but I don't have my originals.
23 Q. Okay.
24 A. So that would be -- that would be the only way
25 that I could honestly answer your question is to go back

13:27:47-13:28:56

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1 A. I don't recall.
2 Q. Okay.
3 A. I -- I honestly don't. Because, you know,
4 they are in the conference room, and I'm at my
5 workstation, and I don't.
6 Q. Okay. How often is Mr. Massood, actually, in
7 the Boise office, typically?
8 A. Once a month usually he tries to, but, you
9 know, depending on --
10 Q. Otherwise, it's up to you to run it, and then
11 report back to him in Kansas City, was that it?
12 A. That's correct, it was. No longer.
13 Q. Who did you talk to today about your testimony
14 before you came in?
15 A. I didn't talk to anyone.
16 Q. You talked to Mr. Massood; didn't you?
17 A. Oh, he asked me to look something up, but that
18 was it.
19 Q. Did he instruct you on what to say?
20 A. Absolutely not.
21 Q. Did he make any threats towards you about
22 saying the wrong thing, and possibly losing your job?
23 A. Oh, I hope not, no. No. It's fair and
24 honest, that's the only way.
25 Q. Did you talk to his attorney before you came

<p>13:28:58-13:53:55 Page 66</p> <p>1 in today?</p> <p>2 A. No.</p> <p>3 Q. Did you go over your testimony with him at any</p> <p>4 time?</p> <p>5 A. No, I did not.</p> <p>6 MR. RUNSVOLD: Anything else?</p> <p>7 That's all the questions I have, ma'am. Thank</p> <p>8 you.</p> <p>9 THE WITNESS: Thank you.</p> <p>10 MR. SPIKER: Could we go off the record for a</p> <p>11 couple minutes?</p> <p>12 MR. RUNSVOLD: Sure.</p> <p>13 THE VIDEOGRAPHER: The time is, approximately,</p> <p>14 1:30. And we are off the record.</p> <p>15 (A recess was had.)</p> <p>16 THE VIDEOGRAPHER: We are back on the record.</p> <p>17 The time is, approximately, 1:54.</p> <p>18 MR. SPIKER: Can we mark this as the next, I</p> <p>19 think, it's going to be G?</p> <p>20 (Exhibit G marked.)</p> <p>21 FURTHER EXAMINATION</p> <p>22 QUESTIONS BY MR. SPIKER:</p> <p>23 Q. Earlier in your testimony, you would discuss</p> <p>24 an email that was sent out in the spring of 2015.</p> <p>25 A. Yes.</p>	<p>13:55:26-13:56:35 Page 68</p> <p>1 personnel file you would have referred to?</p> <p>2 A. I would have given Allen a copy once I got</p> <p>3 approval that it was approved.</p> <p>4 Q. Within the -- within Canyon Outdoor's offices?</p> <p>5 A. I might have a copy of his file in Word. But,</p> <p>6 again, it would only be this sheet (indicating).</p> <p>7 Q. Okay.</p> <p>8 A. But without any backup to show how I came up</p> <p>9 with that 712.50 figure.</p> <p>10 Q. Would your copy in Word have had this</p> <p>11 handwriting notation?</p> <p>12 A. No.</p> <p>13 Q. Okay. And is this your handwriting?</p> <p>14 A. Yes, it is.</p> <p>15 Q. On Exhibit H?</p> <p>16 A. H.</p> <p>17 Q. With regard to the business card, which I</p> <p>18 believe, was marked as Exhibit E.</p> <p>19 A. Yes.</p> <p>20 Q. Who created this business card?</p> <p>21 A. I did, went to the printer.</p> <p>22 Q. Was this something that you would have had</p> <p>23 discussed with Curtis Massood?</p> <p>24 A. No, it was just what all of our salespersons</p> <p>25 had on their business card.</p>
<p>13:53:55-13:55:22 Page 67</p> <p>1 Q. Is this the email that you were referring to?</p> <p>2 A. Yes.</p> <p>3 Q. And to clarify, the email that's been marked</p> <p>4 as Exhibit G is what you are referring to?</p> <p>5 A. That is correct.</p> <p>6 MR. SPIKER: Okay. Can we mark this as</p> <p>7 Exhibit H?</p> <p>8 (Exhibit H marked.)</p> <p>9 Q. (BY MR. SPIKER) Can you identify the document</p> <p>10 that's been marked as Exhibit H, and handed to you?</p> <p>11 A. It is a payroll sheet, biweekly time sheet,</p> <p>12 dated 3/25/14.</p> <p>13 Q. Is this an example of what would have been in</p> <p>14 that -- the personnel file that's -- we've -- that has</p> <p>15 been discussed today?</p> <p>16 A. Yes.</p> <p>17 Q. Is this -- was there anything else that would</p> <p>18 have been on this document?</p> <p>19 A. Yes. Well, there is commission referenced</p> <p>20 here through 3/25/15. There would have been a revenue</p> <p>21 sheet attached to this showing what the entitlement was</p> <p>22 for that month. How that figure was -- how we came to</p> <p>23 that figure of 712.50.</p> <p>24 Q. Okay. And just so I'm clear, would this</p> <p>25 document have been stored anywhere, other than the</p>	<p>13:56:36-13:58:18 Page 69</p> <p>1 Q. Okay.</p> <p>2 A. So I just had a name changed on, and the phone</p> <p>3 number, cell phone number changed on it. And put</p> <p>4 Allen@CanyonOutdoorMedia, versus whoever the</p> <p>5 previous -- so there would have been three changes:</p> <p>6 just his name, the cell number, and the email address.</p> <p>7 Q. With regard to the personnel file, do you</p> <p>8 remember if it was Curtis Massood, or Jeff, who asked</p> <p>9 about the file, which led to the discovery that you</p> <p>10 believe was missing?</p> <p>11 A. It was Curtis.</p> <p>12 Q. With regard to Emile's contracts, the</p> <p>13 contracts that he had at the time that he quit,</p> <p>14 following his resignation, who serviced those contracts?</p> <p>15 A. I did for a while, and then Allen would pick</p> <p>16 up on the renewals.</p> <p>17 Q. Specifically with regard to Buffalo Wild Wings</p> <p>18 and Peak Broadcasting, was Curtis Massood involved with</p> <p>19 servicing those contracts?</p> <p>20 A. He was when he was here, and they were -- it</p> <p>21 was -- Curtis ended up, yes, to be the one who</p> <p>22 ultimately ended up to sign those contracts.</p> <p>23 Q. Following Allen's resignation with regard to</p> <p>24 the contracts that he had, did you become responsible</p> <p>25 for servicing those contracts?</p>

13:58:20-13:59:34

Page 70

1 A. For whose contracts?
2 Q. Allen's contracts.
3 A. I did, because we didn't have anyone else in,
4 and so we hired someone. But that didn't work out. So,
5 basically, yes, I did service those contracts. I
6 collected on them, and invoiced them, and --
7 Q. When you say that, someone else was hired.
8 Can you tell me who that was?
9 A. We hired a Bob -- what's his last name? It
10 was so short --
11 MR. MASSOOD: Hutchinson.
12 THE WITNESS: Hutchinson. He didn't last, but
13 a week or two.
14 Q. (BY MR. SPIKER) Was a woman named Tina hired
15 following Allen's resignation?
16 A. She was hired in July.
17 Q. And what were Tina's duties?
18 A. She worked part-time; three hours a day. She
19 just basically answered the phone. I tried to
20 cross -- I cross-trained her to back me up in accounts
21 receivable, accounts payable.
22 Q. Did having someone else in the office, being
23 Tina, allow you to have additional time to service the
24 contracts that were previously Allen's?
25 A. Not really, no, because she -- I just -- it

14:01:03-14:02:11

Page 72

1 embezzlement?
2 A. No, he did not take part in the embezzlement.
3 It was just his responsibility that he should have been
4 watching over her, and making sure that things were
5 being done correctly. Jeff just -- what I also
6 understood was that he was not putting 100 percent
7 working for Canyon. He was more involved in watching
8 his girlfriend's baby's son, than being at work, and
9 doing what he should have been doing. That also led to
10 his dismissal.
11 Q. As we -- we've covered quite a few things
12 today. Is there anything else that has come to mind
13 since we spoke, or during --
14 A. No.
15 Q. -- Mr. Runsvold's questions?
16 A. Not at all.
17 Q. And the other thing that I wanted to make
18 sure, that if there was something that you were, as you
19 think about it, maybe you were uncertain about, as you
20 testified earlier, I need you to make sure that you
21 bring that to our attention.
22 A. Absolutely. But, no, I think I've answered
23 everything to the best of my ability.
24 Q. With regard to what we marked as Exhibit H.
25 A. Yes.

13:59:37-14:01:00

Page 71

1 just -- how would you explain it? It was no more work
2 for me than my normal daily -- what I did daily.
3 Q. Did you receive additional compensation from
4 Canyon Outdoor Media because of the additional duties
5 that you --
6 A. I did. Curtis told me I should get something
7 for my time of being a salesperson, and he was fair
8 about it.
9 Q. Earlier you had testified that Jeff was
10 leaving at, approximately, the same time as you started
11 working for --
12 A. Correct.
13 Q. -- Canyon Outdoor Media?
14 With regard to your testimony that -- with
15 regard to why Jeff was terminated in 2008.
16 A. Yes.
17 Q. Was that something you have personal knowledge
18 of?
19 A. I do, because I discovered it, the
20 embezzlement that was going on at Canyon Outdoor. The
21 gal that was before me, Libby Faulkner, was embezzling
22 money. And ultimately Jeff should have been -- my
23 understanding -- was checking her, and making sure she
24 was doing everything correctly, and he was not.
25 Q. Specifically then, was Jeff involved with the

14:02:11-14:03:25

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1 Q. The biweekly time sheet is what it's called.
2 A. Uh-huh.
3 Q. Is this an example of everything that would
4 have been on this document?
5 A. Yes, it would be, like this one is for the
6 second half of the month. So it would be 3-11 through
7 3-25. We had another one that ran from the 1st to
8 the -- well, yeah, 1st through the 10th. No, the 26th
9 through the 10th. The 26th, it would be of February, to
10 the 10th of March, would have been the one previous to
11 this.
12 Q. And specifically, I guess what I'm asking, is
13 if this is a copy of what would have been in the
14 personnel file?
15 A. That is correct.
16 Q. It's not that this document, or others like
17 it, it would have been --
18 A. No, this would have been in --
19 Q. -- were lost?
20 A. -- like I said, with the backup, because
21 here's my handwriting confirming that we paid him on the
22 25th, the check was dated, the check number, and the
23 amount that the company paid him. This would not be on
24 here, otherwise until I knew what -- it was the amount
25 we were paying him. So, yes, that would definitely be

14:03:29-14:04:14 Page 74

1 what was in the file.
2 MR. SPIKER: Okay. I don't have anything
3 else.
4 MR. RUNSVOLD: One quick question.
5 FURTHER EXAMINATION
6 QUESTIONS BY MR. RUNSVOLD:
7 Q. Ms. Martin, Exhibit H has had a lot of blanks
8 in it, these columns over here (indicating).
9 A. Uh-huh.
10 Q. What's the story on that?
11 A. Okay.
12 Q. How come hours aren't written down?
13 A. They are not written down, because he is
14 supposed to work, like I said, 9:00 to 5:00. It was to
15 show in that week, he didn't take any personal time off,
16 or vacation time. In that, I would have put it here,
17 although he would have still been paid for it. It's
18 just more or less really to keep record of time he took
19 off.
20 Q. Okay. So the entry of the date assumes that
21 he works from 9:00 to 5:00 on that date?
22 A. Exactly.
23 Q. Okay.
24 A. It's a salary, more or less. But this is just
25 to show for that time frame.

14:04:17-14:04:31 Page 75

1 MR. RUNSVOLD: Okay. That's all I have.
2 Thank you.
3 MR. SPIKER: That ends. I think we're done.
4 THE VIDEOGRAPHER: Okay. Are we concluded,
5 then?
6 MR. SPIKER: Yes.
7 THE VIDEOGRAPHER: Okay. The deposition is
8 concluded. The time is, approximately, 2:05. And we
9 are off the record.
10 (Deposition concluded at 2:05 p.m.)
11 (Signature requested.)
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Page 76

1 CERTIFICATE OF WITNESS
2 I, SUSAN A. MARTIN, being first duly sworn,
3 depose and say:
4 That I am the witness named in the foregoing
5 deposition, Volume I, consisting of pages 1 through 75;
6 that I have read said deposition and know the contents
7 thereof; that the questions contained therein were
8 propounded to me; and that the answers contained therein
9 are true and correct, except for any changes that I may
10 have listed on the Change Sheet attached hereto:
11 DATED this ____ day of _____,
12
13
14 SUSAN A. MARTIN
15
16 SUBSCRIBED AND SWORN to before me this ____ day
17 of _____, 20 ____.
18
19
20 NAME OF NOTARY PUBLIC
21
22 NOTARY PUBLIC FOR _____
23 RESIDING AT _____
24 MY COMMISSION EXPIRES _____
25

Page 77

1 ERRATA SHEET FOR SUSAN A. MARTIN
2 Page ____ Line ____ Reason for Change ____
3 Reads ____
4 Should Read ____
5
6 Page ____ Line ____ Reason for Change ____
7 Reads ____
8 Should Read ____
9
10 Page ____ Line ____ Reason for Change ____
11 Reads ____
12 Should Read ____
13
14 Page ____ Line ____ Reason for Change ____
15 Reads ____
16 Should Read ____
17
18 Page ____ Line ____ Reason for Change ____
19 Reads ____
20 Should Read ____
21
22 Page ____ Line ____ Reason for Change ____
23 Reads ____
24 Should Read ____
25
26 You may use another sheet if you need more room.
27
28 WITNESS SIGNATURE _____

REPORTER'S CERTIFICATE

I, COLLEEN P. ZEIMANTZ, CSR No. 345, Certified
Shorthand Reporter, certify:

That the foregoing proceedings were taken
before me at the time and place therein set forth, at
which time the witness was put under oath by me;

That the testimony and all objections made were
recorded stenographically by me and transcribed by me or
under my direction;

That the foregoing is a true and correct record
of all testimony given, to the best of my ability;

I further certify that I am not a relative or
employee of any attorney or party, nor am I financially
interested in the action.

IN WITNESS WHEREOF, I set my hand and seal this
21st day of January, 2016.



COLLEEN P. ZEIMANTZ, CSR 345
Notary Public
P.O. Box 2636
Boise, Idaho 83701-2636

My commission expires September 7, 2017.

New Clients Payment Received
For Period

112712014 880 126342114

Allen Bettelheim

Payments Received

Checks Received on HVI Contract Payments @ 13% Commission

	State	City #	Amount	Commission
2	Rocky Mtn GYN	80817	\$ 500.00	\$ 50.00
3	Middle Creek Dental	1715	\$ 1,200.00	\$ 120.00
4	Teeth Mazda	168953	\$ 1,300.00	\$ 130.00
5			\$ -	\$ -
6	Mike High Power Sport	CC Pymt	\$ 750.00	\$ 75.00
7			\$ -	\$ -
8	Snake River Dental	7855	\$ 5,400.00	\$ 540.00
9			\$ -	\$ -
10	Earthworks	1199	\$ 4,000.00	\$ 400.00
11	Treasure Valley CC	7078	\$ 2,400.00	\$ 240.00
12	Delta Dental	5055	\$ 1,500.00	\$ 150.00
13	Garden Valley	5209	\$ 1,312.50	\$ 131.25
14			\$ -	\$ -
15	Mike High Power Sport	CC Pymt	\$ 1,500.00	\$ 150.00
16			\$ -	\$ -
17	Bank of the Cascades	13988	\$ 1,400.00	\$ 140.00
18	Middle Creek Dental	1728	\$ 1,200.00	\$ 120.00
19			\$ -	\$ -
20			\$ -	\$ -
21			\$ -	\$ -
22			\$ -	\$ -
23			\$ -	\$ -
24			\$ -	\$ -
25			\$ -	\$ -
26			\$ -	\$ -
27			\$ -	\$ -
28			\$ -	\$ -
29			\$ -	\$ -
30			\$ -	\$ -
31			\$ -	\$ -
			\$ 22,482.50	\$ 2,248.25
1			\$ -	\$ -
2			\$ -	\$ -
3			\$ -	\$ -

List of New Contracts

1) Snake River Dental - 1 Yr @ \$5,400 (Pd Upfront)

List of Renewal Contracts

1) Impact Radio - Sign 25LHR - 6mths @ \$1,000
2) Impact Radio - Sign 31RHR - 6mths @ \$1,000
3) Roaring Spring - 10mths @ \$1,100
4) West Valley - 6mths @ \$2,400

Total New Contract Commissions (10%)	\$ 22,462.50	\$ 2,246.25
Total Renewal Commission	\$ -	\$ -

Wages Due This Period:
Total Commission for thru 12.24.14: \$ 2,248.25
Total payment due: \$ 2,246.25

Date _____

Name _____

M & M Court Reporting

000129

P

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500.00 +

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22.462.50 *

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Canyon Outdoor Media, LLC Monthly Revenue Detail

November 27 through December 24, 2014

Cash Basis

Date	Num	Name	Memo	Paid Amount
Advertising Revenue				
12/04/2014	5375	Rocky Mountain GYN & Hor...	07/16/14 thru 08/15/14 Ad Space Rent for 7800 W State (Sign 22-LHR)	500.00
12/04/2014	5391	West Valley Medical Center	09/01/14 thru 09/30/14 Ad Space Rent for 10257 Hwy 20/26 (Sign 17-LHR)	900.00
12/04/2014	5391	West Valley Medical Center	09/01/14 thru 09/30/14 Ad Space Rent for 1614 Karcher Rd., Nampa (Sign 31-RHR) - D...	1,200.00
12/04/2014	5391	West Valley Medical Center	09/01/14 thru 09/30/14 Ad Space Rent for 16520 Midland Blvd., Nampa (Sign 32-RHR)	1,500.00
12/04/2014	5549	Middle Creek Dental	12/01/14 thru 12/31/14 Ad Space Rent for 1420 Midland Rd (Sign 13-LHR)	700.00
12/04/2014	5549	Middle Creek Dental	12/14/14 thru 01/14/15 Ad Space Rent for 1420 Midland Rd (Sign 13-RHR)	500.00
12/04/2014	5557	Team Mazda Subaru - Prev...	12/01/14 thru 12/31/14 Ad Space Rent for 1614 Karcher Rd., Nampa (Sign 31-LHR)	1,300.00
12/04/2014	5556	Tamarack Resort	12/01/14 thru 12/31/14 Ad Space Rent for 8126 W. State St. (Sign 23-RHR)	1,200.00
12/08/2014	5511	Mile High Power Sports	11/15/14 thru 12/14/14 Ad Space Rent for 7800 W State (Sign 22-RHR)	750.00
12/08/2014	5565	Snake River Dental	12/15/14 thru 12/14/15 Ad Space Rent for 7th St. & Hwy 95 (Sign 19-RHR)	5,400.00
12/12/2014	5405	Earthworks Landscape & Ma...	08/01/14 thru 08/31/14 Ad Space Rent for 7th St. & Hwy 95 (Sign 19-RHR)	500.00
12/12/2014	5406	Earthworks Landscape & Ma...	08/01/14 thru 08/31/14 Ad Space Rent for 1229 NW 16th St (Sign 20-RHR)	500.00
12/12/2014	5439	Earthworks Landscape & Ma...	09/01/14 thru 09/30/14 Ad Space Rent for 7th St. & Hwy 95 (Sign 19-RHR)	500.00
12/12/2014	5440	Earthworks Landscape & Ma...	09/01/14 thru 09/30/14 Ad Space Rent for 1229 NW 16th St (Sign 20-RHR)	500.00
12/12/2014	5452	Treasure Valley Com. College	09/01/14 thru 09/30/14 Ad Space Rent for 3011 Caldwell Blvd (Sign 16-LHR)	900.00
12/12/2014	5453	Treasure Valley Com. College	09/01/14 thru 09/30/14 Ad Space Rent for 7th St. & Hwy 95 (Sign 19-LHR)	700.00
12/12/2014	5463	Treasure Valley Com. College	09/01/14 thru 09/30/14 Ad Space Rent for 10257 Hwy 20/26 (Sign 17-RHR)	900.00
12/12/2014	5478	Earthworks Landscape & Ma...	10/01/14 thru 10/31/14 Ad Space Rent for 7th St. & Hwy 95 (Sign 19-RHR)	500.00
12/12/2014	5479	Earthworks Landscape & Ma...	10/01/14 thru 10/31/14 Ad Space Rent for 1229 NW 16th St (Sign 20-RHR)	500.00
12/12/2014	5493	Treasure Valley Com. College	10/01/14 thru 10/31/14 Ad Space Rent for 1229 NW 16th St (Sign 20-RHR)	900.00
12/12/2014	5493	Treasure Valley Com. College	10/01/14 thru 10/31/14 Ad Space Rent for 3011 Caldwell Blvd (Sign 16-RHR)	800.00
12/12/2014	5493	Treasure Valley Com. College	10/01/14 thru 10/31/14 Ad Space Rent for 7th St. & Hwy 95 (Sign 19-LHR)	600.00
12/12/2014	5507	Earthworks Landscape & Ma...	11/01/14 thru 11/30/14 Ad Space Rent for 1229 NW 16th St (Sign 20-RHR)	500.00
12/12/2014	5522	Treasure Valley Com. College	11/01/14 thru 11/30/14 Ad Space Rent for 3011 Caldwell Blvd (Sign 16-LHR)	34.78
12/12/2014	5522	Treasure Valley Com. College	11/01/14 thru 11/30/14 Ad Space Rent for 10257 Hwy 20/26 (Sign 17-RHR)	39.13
12/12/2014	5522	Treasure Valley Com. College	11/01/14 thru 11/30/14 Ad Space Rent for 7th St. & Hwy 95 (Sign 19-LHR)	26.09
12/12/2014	5540	Delta Dental	11/13/14 thru 12/07/14 Ad Space Rent for 1515 E. Fairview Ave. (Sign 25-LHR) - Digital...	1,500.00
12/12/2014	5543	Earthworks Landscape & Ma...	12/01/14 thru 12/31/14 Ad Space Rent for 1229 NW 16th St (Sign 20-RHR)	500.00
12/12/2014	5530	Garden Valley Chamber of ...	11/01/14 thru 11/30/14 Ad Space Rent for 1515 E. Fairview Ave. (Sign 25-LHR) - Digital...	1,312.50
12/17/2014	5504	Dental Care West	11/01/14 thru 11/30/14 Ad Space Rent for 3116 Garnity Blvd (Sign 06-RHR)	800.00
12/17/2014	5550	Mile High Power Sports	12/15/14 thru 01/14/15 Ad Space Rent for 7800 W State (Sign 22-RHR)	750.00
12/17/2014	5550	Mile High Power Sports	12/15/14 thru 01/14/15 Ad Space Rent for 7800 W State (Sign 22-RHR)	750.00
12/19/2014	5472	Bank of the Cascades	10/01/14 thru 10/31/14 Ad Space Rent for 1636 Garnity Blvd (Sign 07-LHR)	700.00
12/19/2014	5501	Bank of the Cascades	11/01/14 thru 11/30/14 Ad Space Rent for 1636 Garnity Blvd (Sign 07-LHR)	700.00
12/19/2014	5513	St Alphonsus Hospital	11/01/14 thru 11/30/14 Ad Space Rent for 10100 Chinden Blvd., Boise (Sign 30-LHR)	1,500.00
12/19/2014	5571	Buffalo Wild Wings	01/01/15 thru 01/31/15 Ad Space Rent for 1719 Karcher Rd (Sign 15-LHR)	1,100.00
12/19/2014	5571	Buffalo Wild Wings	01/01/15 thru 01/31/15 Ad Space Rent for 3011 Caldwell Blvd (Sign 16-RHR)	600.00
12/19/2014	5573	Middle Creek Dental	01/01/15 thru 01/31/15 Ad Space Rent for 1420 Midland Rd (Sign 13-LHR)	700.00
12/19/2014	5573	Middle Creek Dental	01/01/15 thru 01/31/15 Ad Space Rent for 1420 Midland Rd (Sign 13-RHR)	500.00
12/19/2014	5587	United Hospitality / Bond Hotel	01/01/15 thru 01/31/15 Ad Space Rent for 9800 Chinden Blvd, Boise (Sign 28-RHR)	1,200.00
12/24/2014	5544	Great Floors	12/01/14 thru 12/31/14 Ad Space Rent for State Street & Hwy 55 (Sign 01-LHR)	900.00
12/24/2014	5544	Great Floors	12/01/14 thru 12/31/14 Ad Space Rent for Victory Rd & Cole Rd (Sign 03-RHR)	900.00
12/24/2014	5544	Great Floors	12/01/14 thru 12/31/14 Ad Space Rent for 407 Franklin Blvd (Sign 18-RHR)	900.00
12/24/2014	5544	Great Floors	12/01/14 thru 12/31/14 Ad Space Rent for 1614 Karcher Rd., Nampa (Sign 31-RHR) - D...	1,250.00
Total Advertising Revenue				38,912.50
Service & Production				
12/04/2014	5391	West Valley Medical Center	Extended Electric at Sign 17LHR for September 2014	100.00
12/24/2014	5545	Great Floors	SNIPES @ 01LHR, 03RHR & 18RHR - added () on all three boards	300.00
Total Service & Production				400.00
TOTAL				39,312.50

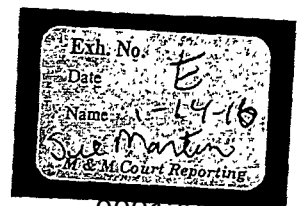
$$\text{\$ } 22,462.50 \times 10\% = \text{\$ } 2,246.50$$

CANYON

Outdoor Media, LLC

Allen Nettleton
Area Manager

P.O. Box 16661 • Boise, Idaho 83715
cell 208.401.5159 phone 208.938.8880 fax 208.938.8890
allen@canyonoutdoormedia.com



000132

CANYON OUTDOOR MEDIA LLC

PO BOX 16861

BOISE ID 83715 PH (208)938-8880

Earnings Statement

ALLEN G NETTLETON

XXX-XX-2112

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M-4

03/16/15 - 03/31/15

04/15/15

DIRDEP

REGULAR	0.00	0.000	720.00	FICA TAX	313.80	360.30
COMMISSION	0.00	0.000	4341.25	FED TAX	658.54	658.54
CAR ALLOW	1.00	200.000	200.00	MEDI-CARE	73.39	84.27
				STATE TAX	279.00	279.00
				DIRECT DEPOSIT	3936.52	

YTD	CURRENT	DEDUCTIONS	NET PAY
Gross 6219.58	Gross 5261.25		
Taxbl 5811.25	Taxbl 5061.25	1324.73	3936.52

CANYON OUTDOOR MEDIA LLCPO BOX 16861
BOISE ID 83715

04/15/2015

***** DIRECT DEPOSIT ADVICE *****

TO: CLARITY C.U. 324173422 *****45830 3936.52

ALLEN G NETTLETON
3721 PIERRE AVE
CALDWELL ID 83605

Exh. No.	F
Date	
Name	1-14-16
	Sue Martin
	M & M Court Reporting

VOIDVOID**VOID**

000133

Canyon Outdoor Media

From: Canyon Outdoor Media <info@canyonoutdoormedia.com>
Sent: Tuesday, February 24, 2015 11:44 AM
To: allen@canyonoutdoormedia.com
Cc: 'Canyon Outdoor Media'
Subject: FW: Uncollectable Contracts

Follow Up Flag: Follow up
Flag Status: Flagged

Allen – please see below – this is effective immediately - thank you - Susan

From: curtis massood [mailto:curtis3338@earthlink.net]
Sent: Monday, February 23, 2015 7:30 PM
To: Canyon Outdoor Media
Subject: Re: Uncollectable Contracts

Sounds correct. go ahead and send it.

-----Original Message-----

From: Canyon Outdoor Media
Sent: Feb 23, 2015 4:29 PM
To: 'curtis massood'
Subject: Uncollectable Contracts

UNCOLLECTABLE ACCOUNTS

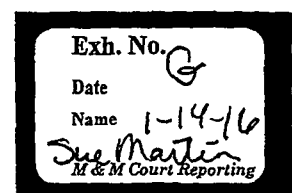
Any contract that goes 180 days uncollected automatically goes into default.

DEFAULT

Once an account goes into default – all commissions paid get refunded to Canyon Outdoor Media and future commissions are Null & Void.

EXCEPTIONS

The only person authorized to make any exception is Curtis Massood and he is under no obligation to do so.



Biweekly Time Sheet

Allen Nettleton

54 Joseph Drive
Nampa, ID 83651
Ph: 208.401.5150

03.25.14

To: Canyon Outdoor Media, LLC

Day						
Tuesday	3/11/2014					
Wednesday	3/12/2014					
Thursday	3/13/2014					
Friday	3/14/2014					
Monday	3/17/2014					
Tuesday	3/18/2014					
Wednesday	3/19/2014					
Thursday	3/20/2014					
Friday	3/21/2014					
Monday	3/24/2014					
Tuesday	3/25/2014					

Total 800.00

Car allowance \$ 200.00

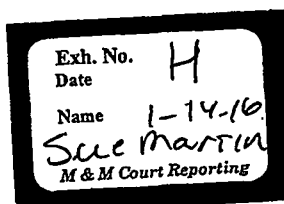
Commissions thru 03.25.15 \$ 712.50

\$ 1,712.50

Signature

TOTAL DUE \$ 1,712.50

*Paid 3/25/14
CR# 3585
\$1,712.50*



000135
DEF000004

MAR 09 2016

CHRISTOPHER D. RICH, Clerk
By ALESIA BUTTS
DEPUTY

JAMES M. RUNSVOLD ISB #2975
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave. Ste. C
Post Office Box 917
Caldwell, Idaho 83606
(208) 459-2610
Fax (208) 459-0288

Attorney for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,	)	Case No. CV-OC-2015-14630
)	
Plaintiff,	)	PLAINTIFF'S SUMMARY
	)	JUDGMENT
vs.	)	MEMORANDUM
)	
CANYON OUTDOOR MEDIA, LLC,)	
an Idaho limited liability company,)	
)	
Defendant.)	

ARGUMENT

I. Nettleton's employment contract provided for unconditional payment of his commissions when the customers paid.

Canyon Outdoor Media claims that it had a contract with Nettleton which among other things said he would only be paid his commissions during months when he was servicing his accounts. Therefore, its argument continues, since he has not serviced his accounts since his resignation, he is not entitled to his commissions on his customers' payments received after he resigned. It has provided no written contract saying that. It has produced no evidence of an oral contract saying that. It has produced no foundational facts supporting such an oral contract.

On the other hand, Canyon Outdoor Media consistently paid Nettleton his commissions on his sales when the customers paid. If a customer paid in full up-front instead of monthly over the course of the contract, as Snake River Dental did, Canyon Outdoor Media paid Nettleton in full up

front. Martin Dep., pp. 54-55. In other words, there was no waiting for Nettleton to “service” his accounts. This established a course of dealing.

Further, Nettleton has stated that whether or not commissions would be paid post-separation on sales made while with the company was never discussed with reference to his sales. (This is not disputed.) However, Canyon Outdoor Media owner/manager Curtis Massood gave him to understand that another employee who left ahead of him, Emile Lemoine, was being paid a “severance package” in settlement of Lemoine’s claim for post-separation commissions.

There is clearly a dispute of material fact as to the terms of Nettleton’s employment contract, specifically as to any condition on his entitlement to his commissions. Whether the dispute is genuine is up to the Court to decide.

II. Nettleton was an employee of Canyon Outdoor Media at all relevant times.

Canyon Outdoor Media admits that Nettleton was its employee at least as early as March, 2015, when it decided to withhold taxes on its salesmen (it was actually in February). This was at least the month before Nettleton resigned on April 9, 2015. Therefore, there is no dispute that Nettleton was an employee of Canyon Outdoor Media at the time he resigned.

There can be no reasonable dispute that Nettleton had been an employee from his date of hire. The mere fact that he had to pay his own taxes (i.e., he got a 1099 instead of a W-2) is not determinative of his legal status as “employee” or “independent contractor”. Rather, under well-settled law, an entire range of factors go into that determination. See, e.g., National Trailer Convoy, Inc. v. Employment Security Agency of Idaho, 83 Idaho 247, 360 P.2d 994 (Idaho 1961) (citing C.J.S. “Master and Servant”). The undisputed facts support the conclusion that Nettleton had been a statutory employee the whole time he was with the company. It is noted that Canyon Outdoor Media’s office manager Susan Martin testified in her deposition that Nettleton was considered to be an “independent contractor” only because he paid his own taxes. Martin Dep., p. 52.

III. Nettleton is entitled to make a wage claim under Chapter 6 of Title 45, Idaho Code.

First, it is clear that an employee’s commissions are “wages” under Chapter 6, Title 45:

“Wages” means compensation for labor or services rendered by an employee, whether the amount is determined on a time, task, piece or commission basis.

Section 45-601(7).

Second, it is clear that Nettleton is entitled to payment during each calendar month when wages become due:

Employers shall pay all wages due to their employees at least once during each calendar month, on regular paydays designated in advance by the employer....

Section 45-608(1).

Third, Nettleton is still an “employee” within the meaning of the statute, where he was “permitted to work by an employer [Canyon Outdoor Media],” Section 45-601(4). The statute is not limited to only people working for the employer, which must be presumed to be deliberate choice by the legislature. Further, of course, typically, people making wage claims worked for the employer but are no longer working for the employer.

Fourth, Nettleton has the right to collect his wages:

Any person shall have the right to collect wages, penalties and liquidated damages provided by any law or pursuant to a contract of employment....

Section 45-614.

Fifth, Nettleton has the option to bring a civil action to collect his commissions:

As an alternative to filing a wage claim with the department, any person may assert a wage claim arising under this chapter in any court of competent jurisdiction or pursue any other remedy provided by law.

Section 45-615(1).

Sixth, in the event that he does do so, he is entitled to recover treble damages:

Any judgment rendered by a court of competent jurisdiction for the plaintiff in a suit filed pursuant to this section may include all costs and attorney’s fees reasonably incurred in connection with the proceedings and the plaintiff shall be entitled to recover from the defendant either the unpaid wages plus the penalties provided for in section 45-607, Idaho Code; or damages in the amount of three (3) times the unpaid wages found due and owing, whichever is greater.

Section 45-615(2).

Canyon Outdoor Media's counter-argument is that since Nettleton has not asserted a claim for wages "then due" at the time of his resignation, he is not entitled to make a wage claim under the statute. The argument is based on the faulty assumption that the wage claim statute and its treble damages provision only apply to claims for wages due at the time of separation, as provided in Section 45-606(1). It disregards the employer's obligation to have regular paydays, paying "all wages due...at least once per month..." Section 45-608(1). There is no language to support that this obligation does not continue after the employee's resignation if the wages, as here, become due after the resignation.

Canyon Outdoor Media also takes the erroneous position that Nettleton is not entitled to treble damages under Section 45-615(2). However, there is no language in the statute to support that claim, and none is cited. It is therefore not a prerequisite to treble damages that the wage claim be made under Section 45-606(1) for wages "then due" at separation.

Controlling case law also does not support Canyon Outdoor Media's argument but rather demolishes it.

In Huber v. Lightforce U.S.A., Inc., 15.23 ISCR 1 (November 15, 2015), the Supreme Court reversed the district court, finding that Huber was entitled to bring a wage claim under Chapter 6, Title 45, and to treble damages. Huber's employer had agreed to pay him a monthly amount for twelve months post-separation. The Supreme Court held that these payments were wages within the meaning of the statute and that, since the employer had not paid them, Huber was entitled to treble damages under Section 45-615. The Supreme Court also held that absent any express contractual language conditioning Huber's entitlement to these payments on his compliance with a non-compete clause, there was no such condition. Further, it held that Huber was entitled to pre-judgment interest on each of these monthly payments as they came due.

In Polk v. Larrabee, 135 Idaho 303, 17 P.3d 247 (Idaho 2000), the Supreme Court expressly rejected employer's argument that since the commissions earned during employment were not due and owing at the time of employee's resignation but rather later, then-Section 45-617, providing for treble damages, should not apply. Polk is discussed and further explained in Moore v. Omnicare, Inc., 141 Idaho 809, 118 P.3d 141 (Idaho 2005), which distinguishes Polk on the facts. As Moore

explains, “[t]rebling was merited [in Polk] because the award was for unpaid wages on services actually rendered,” id., 141 Idaho at 820, 118 P.3d at 152. That is precisely the case here.

IV. Nettleton is entitled to 10% of all payments received by Canyon Outdoor Media after he resigned on all “new” contracts procured by him.

It is beyond dispute that Nettleton was entitled to a 10% commission on “new” contracts he brought into the company. It is beyond reasonable dispute that his resignation did not cut off his right to receive his commissions paid after his resignation.

It is not disputed that the contracts listed in Exhibit B to Plaintiff’s counsel’s affidavit (excepting contract members 6 and 23) and Exhibit B (annotated) to Nettleton’s affidavit are “new” contracts procured by Nettleton. It is beyond reasonable dispute that the advertisers on these contracts have made payments or are bound to do so after Nettleton resigned, in the amounts shown in Exhibit B. (annotated). Further, that Nettleton is due his 10% commissions on these payments, also as shown in Exhibit B (annotated), totaling \$13,950.

V. Trebled, Nettleton is entitled to damages of \$41,850 plus prejudgment interest.

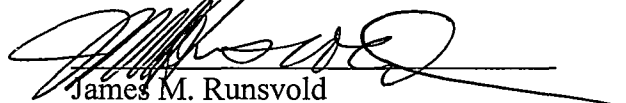
As demonstrated above, Nettleton is entitled to bring his wage claim under Idaho Code Section 45-601 et seq., and to treble damages. Further, he is entitled to pre-judgment interest, in an amount to be determined, on each monthly commission payment as it came due. Huber v. Lightforce USA, supra.

CONCLUSION

For the reasons stated, Defendant’s Motion for Summary Judgment should be denied.

For the reasons stated, Plaintiff’s Motion for Summary Judgment should be granted.

DATED this 9 day of MARCH, 2016.

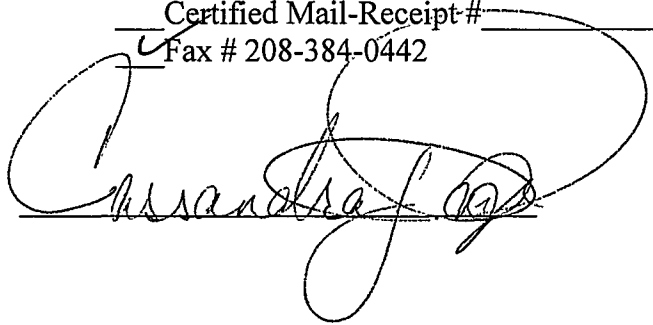

James M. Runsvold

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the 9th day of March, 2016, a true and correct copy of the foregoing document was sent to the following by the method indicated:

Louis V. Spiker
WORST, FITZGERALD & STOVER, PLLC
3858 North Garden Center Way, Suite 200
P.O. Box 1544
Boise ID 83703
Attorney for Defendant

☐ Hand Delivered
☐ Regular Mail
☒ Certified Mail-Receipt #
☒ Fax # 208-384-0442



Hoagland
Steph
3/15/16
KMT

RECEIVED

MAR 14 2016

ADA COUNTY CLERK

NO. _____ FILED _____
A.M. _____ P.M. 12:52

MAR 14 2016

CHRISTOPHER D. RICH, Clerk
By NICHOLE SNELL
DEPUTY

JAMES M. RUNSVOLD, ISB #2975
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave. Ste. C
Post Office Box 917
Caldwell, Idaho 83606
(208) 459-2610
Fax (208) 459-0288

Attorney for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,

Plaintiff,

vs.

CANYON OUTDOOR MEDIA, LLC,
an Idaho limited liability company,

Defendant.

Case No. CV-OC-2015-14630

AFFIDAVIT OF
SUSAN A. MARTIN

COMES NOW Susan A. Martin who being first and duly sworn on oath deposes and says:

1. I am at least 18 years of age and testify from personal knowledge.
2. Until I was terminated on March 7, 2016, I had been the office manager of Canyon Outdoor Media's Boise office, where Allen Nettleton worked. I started on August 28, 2008.
3. In my capacity as office manager, at least until the time of my deposition on January 14, 2016, I did the following:
 - a. Administrative and bookkeeping
 - b. Accounts receivable
 - c. Accounts payable
 - d. Collection
 - e. Payroll
 - f. Employee time cards
 - g. Figuring salesmen's commissions

- h. Preparing revenue reports
- i. Cleaning the office
- j. Purging files
- k. Maintaining customer files
- l. Meeting weekly with salesmen to review their sales calls
- m. Monitoring salesmen's weekly cold call records
- n. Reporting to owner/general manager Curtis Massood
- o. Advertising job openings
- p. Maintaining office personnel files

4. I was the custodian of the records for the Boise office and prepared essentially all of the reports generated there, at least up until my deposition.

5. The salesmen employed by Canyon Outdoor Media, including Allen Nettleton, were not responsible for servicing contracts. That was generally handled by me. If repairs to signs or other such field work had to be done, that was done by another employee or contractor. Generally, the salesmen only might be involved in looking into customer complaints, for example, about the quality of the sign ("bad vinyl"), and relaying his findings back to the company.

6. When another salesman, Emile Lemoine, left the company ahead of Allen Nettleton, he had commissions coming due on his sales after he left the company, but he never fought to get them. Not his successor salesman (Allen) or anyone else was paid those commissions. They were simply kept by the company.

7. There was never any condition placed on payment of salesmen's commissions on "new" contracts procured by them. On the next monthly commission payday following the company's receipt of a payment from the "new" customer, the salesman was paid his 10% of the payment received. This is how Allen was paid his commissions on his "new" contracts the entire time he was there.

8. After Allen left the company, customers continued to make payments to Canyon Outdoor Media on "new" contracts procured by him. No one was paid commissions on those contracts after Allen left, they were simply kept by the company.

9. The only reason Allen was ever considered an "independent contractor" by the company was because he got a 1099 instead of a W-2, in other words, because he was responsible for his own taxes.

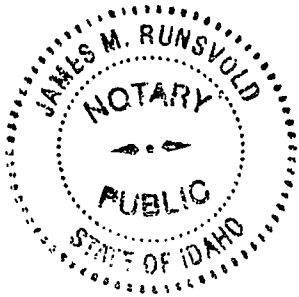
FURTHER, Affiant sayeth not.

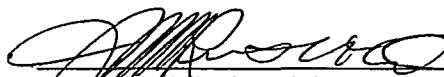
DATED this 10 day of MARCH, 2016.


Susan A. Martin

STATE OF IDAHO)
)ss.
County of Canyon)

Subscribed and sworn to before me this 10 day of MARCH, 2016.



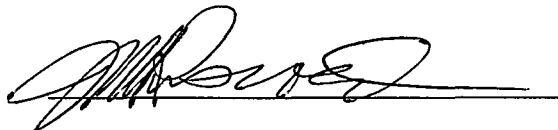

Notary Public for Idaho
Residing in Caldwell
My commission expires: 9-15-2016

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the 10 day of MARCH, 2016, a true and correct copy of the foregoing document was sent to the following by the method indicated:

Louis V. Spiker
WORST, FITZGERALD & STOVER, PLLC
3858 North Garden Center Way, Suite 200
P.O. Box 1544
Boise ID 83703
Attorney for Defendant

☐ Hand Delivered
☐ Regular Mail
☐ Certified Mail-Receipt # _____
☒ Fax # 208-384-0442



Handland
Stephanie
ng
3-17-16
RECEIVED
MAR 16 2016
Ada County Clerk

NO. _____
A.M. _____ P.M. 112

MAR 16 2016

CHRISTOPHER D. RICH, Clerk
By AUSTIN LOWE
DEPUTY

JAMES M. RUNSVOLD ISB #2975
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave. Ste. C
Post Office Box 917
Caldwell, Idaho 83606
(208) 459-2610
Fax (208) 459-0288

Attorney for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,

Plaintiff,

VS.

CANYON OUTDOOR MEDIA, LLC,
an Idaho limited liability company,

Defendant.

Case No. CV-OC-2015-14630

NOTICE OF SERVICE OF
DISCOVERY DOCUMENTS

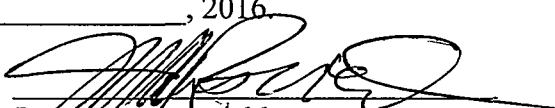
COMES NOW Plaintiff Allen G. Nettleton by and through his attorney of record James M. Runsvold and serves notice of service of the following documents by the method indicated below, addressed as shown below, on the 11 day of MARCH, 2016:

SUPPLEMENTAL DISCOVERY RESPONSE

Louis V. Spiker
WORST, FITZGERALD & STOVER, PLLC
3858 North Garden Center Way, Suite 200
P.O. Box 1544
Boise ID 83703
Attorney for Defendant

☐ Hand Delivered
☐ Regular Mail
☐ Certified Mail-Receipt # _____
☒ Fax # 208-384-0442

DATED this 11 day of MARCH, 2016


James M. Runsvold

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the 11 day of MARCH, 2016, a true and correct copy of the foregoing document was sent to the following by the method indicated:

Louis V. Spiker

WORST, FITZGERALD & STOVER, PLLC

3858 North Garden Center Way, Suite 200

P.O. Box 1544

Boise ID 83703

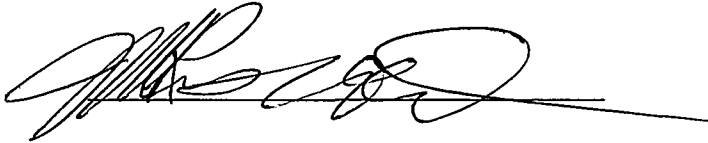
Attorney for Defendant

☐ Hand Delivered

☐ Regular Mail

☐ Certified Mail-Receipt # _____

☒ Fax # 208-384-0442



MAR 23 2016

CHRISTOPHER D. RICH, Clerk
By STACEY LAFFERTY
DEPUTY

JEFFREY M. WILSON, ISB No. 1615
LOUIS V. SPIKER, ISB No. 8281
WORST, FITZGERALD & STOVER, PLLC
3858 N. Garden Center Way, Ste. 200
Boise, ID 83703
P.O. Box 1544
Boise, ID 83701
Telephone: 208-345-9100
Facsimile: 208-384-0442
Attorney for Defendant

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,)	
	)	CASE No.: CV OC 1514630
Plaintiff,)	
v.	)	RESPONSE TO PLAINTIFF'S
	)	MOTION FOR SUMMARY
CANYON OUTDOOR MEDIA, LLC an	)	JUDGMENT
Idaho limited liability company,)	
)	
Defendant.)	
)	

COMES NOW the Defendant, Canyon Outdoor Media, LLC ("Canyon Outdoor"), by and through their counsel of record, Worst, Fitzgerald & Stover, P.L.L.C., and submits this response to the Plaintiff's Motion for Summary Judgment filed by Plaintiff Allen G. Nettleton ("Nettleton"). Canyon Outdoor also incorporates the Declaration of Curtis Massood in Support of Motion for Summary Judgment, the Affidavit of Louis V. Spiker in Support of Motion for Summary Judgment, and the Memorandum in Support of Motion for Summary Judgment previously filed with the Court in opposition to Plaintiff's Motion for Summary.

Sp

I. Payment of commissions to Nettleton following Nettleton's separation from Canyon Outdoor was not bargained for compensation.

There was never a meeting of the minds between Canyon Outdoor and Nettleton regarding payment of commissions to Nettleton following Nettleton's separation from Canyon Outdoor and as a result no enforceable contract was formed. Wages under the Idaho Wage Claims Act ("IWCA"), Idaho Code Section 45-601, et seq., must be a component of the compensation bargained for in the agreement of employment. *Huber v. Lightforce USA, Inc.*, No. 41887, 2016 WL 824853, at *8 (Idaho Mar. 2, 2016). Nettleton admits that payment of commissions following separation was not part of the agreement reached when he was initially hired. Deposition of Allen G. Nettleton Tr., p. 37, ll. 10-14. An enforceable contract requires a meeting of the minds. *Barry v. Pac. W. Const., Inc.*, 140 Idaho 827, 831-32, 103 P.3d 440, 444-45 (2004)(internal citations omitted). This "meeting of the minds" is required on all material terms of the contract. *Id.* Moreover, this "meeting of the minds" must be evidenced by a manifestation of intent to contract taking the form of an offer and acceptance. *Id.* The payment of commissions following separation is certainly a material term of Nettleton's contract of employment. Here it is clear that payment of commissions following separation was not offered or promised to Nettleton when he began working for Canyon Outdoor. Deposition of Allen G. Nettleton Tr., p. 37, ll. 10-14.

Rather the source of Nettleton's "belief", as the he was entitled to commissions after separation was a purported conversation with Curtis Massood ("Massood") regarding another one of Canyon Outdoor's former salesmen, Emile Lemoine ("Lemoine"). While Massood had a conversation with Nettleton following Lemoine's resignation from Canyon Outdoor, that conversation was focused on Nettleton's desire to take over Lemoine's territory and contracts

and did not include a discussion of whether Lemoine was entitled to commissions after he resigned. Declaration of Curtis Massood at ¶2.

Even if the purported conversation took place, there was never the “meeting of the minds” required to create an enforceable contract regarding the payment of commissions to Nettleton following his resignation. Moreover, the purported conversation itself had nothing to do with agreement between Nettleton and Canyon Outdoor. In his deposition, Nettleton described the purported conversation as follows:

20 Q. Did you ever specifically discuss whether you
21 would be entitled to commission for either renewal
22 contracts, or new contracts that you were responsible
23 for servicing, or obtained after you would resign, or
24 were terminated from Canyon Outdoor Media?

25 A. The primary conversation I had directly with

1 Curt when Emile left, he said that — like I had
2 mentioned earlier, that he claimed that he — because of
3 the way Emile quit, he was just kind of out of there in
4 a hurry. He didn't have an opportunity to take care of
5 it.

6 And I inquired about it directly. I said, why
7 would he walk away from that money? And he goes, well,
8 we just haven't had an opportunity to work it out. And
9 that's what — how it was referred to me.

Deposition of Allen G. Nettleton Tr., p.36, ll. 20-25 - p. 37, ll. 10-14. In the Affidavit of Allen G. Nettleton filed in support of Plaintiff's Motion for Summary Judgment, Nettleton revised his recollection of the purported conversation to include the following, “I stated, “So he's entitled to those commissions coming due?” Mr. Massood replied, “Yes, we just haven't got that worked out yet.” Affidavit of Allen G. Nettleton at ¶3. There is nothing in either version of the purported conversation that would indicate that Nettleton would be entitled to commissions after separation, as the purported conversation was focused on Lemoine and did not reference Nettleton's agreement of employment with Canyon Outdoor.

II. Nettleton is not entitled to treble damages pursuant to Idaho Code Section 45-615 because the commissions sought by Nettleton are subject to a dispute.

Idaho Code Section 45-611 provides that penalties may not be assessed under the IWCA if an employer pays all wages not in dispute, unless the remaining wages were withheld willfully, arbitrarily and without just cause. Idaho Code § 45-611(1). In this situation, Nettleton's entitlement to commissions following separation from Canyon Outdoor is disputed. Nettleton admits Deposition of Allen G. Nettleton Tr., pp.63-, ll. 17-21. Nettleton has made no showing that if even he was entitled to commissions following his separation from Canyon Outdoor, that those commissions were withheld willfully, arbitrarily, and without just cause. Given that payment of commissions following separation from Canyon Outdoor was never promised or offered to Nettleton, Canyon Outdoor's cannot be considered to have withheld those commissions, willfully, arbitrarily, or without just cause.

DATED this 23rd day of March, 2016.

WORST, FITZGERALD & STOVER, PLLC


By 
LOUIS V. SPIKER
Attorney for Plaintiff

CERTIFICATE OF SERVICE

The undersigned certifies that on the 23rd day of March, 2016, he caused a true and correct copy of the foregoing **RESPONSE TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT** to be served upon the following persons in the following manner:

James M. Runsvold
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave., Ste C
PO Box 917
Caldwell, ID 83606
Attorney for Plaintiff

☒ U.S. Mail, postage prepaid
☒ E-mail:
☐ Overnight Mail
☐ Facsimile: 208-459-0288


LOUIS V. SPIKER
Attorney for Defendant

Hoagland
Stephanie
3/24/16

MAR 23 2016

CHRISTOPHER D. RICH, Clerk
By STACEY LAFFERTY
DEPUTY

JEFFREY M. WILSON, ISB No. 1615
LOUIS V. SPIKER, ISB No. 8281
WORST, FITZGERALD & STOVER, PLLC
3858 N. Garden Center Way, Ste. 200
Boise, ID 83703
P.O. Box 1544
Boise, ID 83701
Telephone: 208-345-9100
Facsimile: 208-384-0442
Attorney for Defendant

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA


ALLEN G. NETTLETON,)	
	)	CASE No.: CV OC 1514630
Plaintiff,)	
v.	)	DECLARATION OF CURTIS
	)	MASSOOD
CANYON OUTDOOR MEDIA, LLC an)	
Idaho limited liability company,)	
)	
Defendant.)	
_____)	

I, Curtis Massood, hereby declare and state the following:

1. I am a Manager of Canyon Outdoor Media, LLC, ("Canyon Outdoor Media") the above-named defendant and I make this affidavit based upon my own personal knowledge, information and belief.
2. Following Emile Lemoine's resignation from Canyon Outdoor Media I had a discussion with Allen Nettleton regarding his desire to take over territory previously serviced by Mr. Lemoine. At no time during that conversation did I state that Mr. Lemoine or Mr. Nettleton were or would be entitled to commissions following resignation from Canyon Outdoor Media.

fr

I declare under penalty of perjury pursuant to the law of the State of Idaho that the foregoing is true and correct.



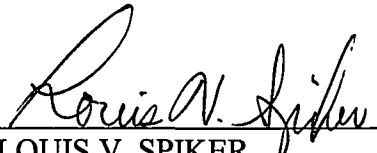
Curtis Massood
Date March 23, 2016

CERTIFICATE OF SERVICE

The undersigned certifies that on the 23rd day of March, 2016, he caused a true and correct copy of the foregoing **DECLARATION OF CURTIS MASSOOD IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT** to be served upon the following persons in the following manner:

James M. Runsvold
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave., Ste C
PO Box 917
Caldwell, ID 83606
Attorney for Plaintiff

☒ U.S. Mail, postage prepaid
☒ E-mail:
☐ Overnight Mail
☐ Facsimile: 208-459-0288



LOUIS V. SPIKER
Attorney for Defendant

000155

Nowhere has Canyon Outdoor Media proffered any facts to support its apparent position that Nettleton had reason to believe that he would not receive his commissions, post-resignation, until after he did resign and the company refused to pay him.

Nowhere in Canyon Outdoor Media's summary judgment papers is there any evidence that the payment of commissions post-separation was ever discussed, much less agreed upon. And in fact Canyon Outdoor Media expressly denies any such discussion. Thus there could have been no "meeting of the minds" as to such a contract term. Since Canyon Outdoor Media is the proponent of such a term (as a limitation on the undisputed agreement to pay 10% commission on the "new" contracts), it bears the burden of proof to show such a "meeting of the minds". As there is no such proof, and no foundational facts to make any such oral agreement admissible, there is no genuine issue as that fact. Holdaway v. Broulim's Supermarket, 158 Idaho 606, 349 P.3d 1197, 1202 (Idaho 2015). Canyon Outdoor Media's position on the existence of the alleged no-commissions-post-resignation term is no different than if it alleged that there was a contract term conditioning payments on whether it is a Leap Year or pigs fly. There clearly was no "distinct understanding common to both parties" as to any such term, and therefore no contract as to such term. Bremer v. East Greenacres Irr. Dist., 155 Idaho 736, 741, 316 P.3d 652 (Idaho 2013). The term like those facetious ones was never agreed to as a limitation on the 10% commissions payable on "new" contracts. Asserting it without any proof at all much less admissible evidence should not prevent the entry of summary judgment in Nettleton's favor, on that issue at least.

II. THERE IS NO GENUINE ISSUE OF MATERIAL FACT AS TO THE CONTRACT TERMS.

A. The parties' oral contract requires Defendant to pay post-resignation commissions.

The Court is being asked to interpret and enforce an oral contract (or "implied-in-fact" contract; see below) between Nettleton and Canyon Outdoor Media. The first step is to determine what the terms of the contract are. Therein lies the apparent obstacle to granting summary judgment for Nettleton, but the obstacle is illusory. When that is properly understood, Nettleton's entitlement to summary judgment becomes clear.

The parties' summary judgment affidavits disclose their varying versions of Nettleton's employment contract insofar as it is at issue here, that is, only with respect to his entitlement to

receive his 10% commissions on his sales of “new” contracts. (For purposes of summary judgment only, Nettleton accepts the company’s definition of “new” contracts).

- Canyon Outdoor Media says the contract does require Nettleton to “service” his contracts each month in order to receive his commissions coming due for that month.
- Nettleton says the contract does not require him to “service” his contracts as a condition for receiving his commissions when due.

There is no apparent dispute that Nettleton’s commissions come due on his next monthly commission payday after Canyon Outdoor Media receives the customers’ payments except for this: after Nettleton resigned, he was no longer “servicing” his contracts, so, according to Canyon Outdoor Media, he was no longer entitled to his commissions.

Canyon Outdoor Media insists that it is correct about this or presumably at least, given this apparent dispute of material fact, Nettleton is not entitled to summary judgment. Canyon Outdoor Media has a proof problem however: it has never stated one foundational fact supporting the “servicing” term which it says is in the contract. There is nothing in its summary judgment papers that says this was bargained for when the contract was formed (when Nettleton was hired), what words were spoken, when and where this was negotiated, or who was present.

It gets worse for Canyon Outdoor Media.

Canyon Outdoor Media explicitly states that Nettleton’s entitlement (or lack thereof) to his commissions post-resignation was never discussed with him. Therefore, it could not have ever been part of the oral contract. Perhaps, Canyon Outdoor Media’s manager and affiant, Mr. Massood, thought this term was part of the contract, but his nonverbalized subjective intent is not part of the contract and cannot defeat Nettleton’s summary judgment. J.R. Simplot Company v. Bosen, 144 Idaho 611, 614, 167 P.3d 748, 751 (Idaho 2006).

And it gets worse.

Canyon Outdoor Media’s proffered interpretation of the contract is belied by its course of dealing. If it was true that Nettleton’s commissions were conditioned on him “servicing” his contracts, then he would not be paid commissions all at once, up front, when the customer paid all

at once, up front. Rather, his commission would be spread out, month by month, over the, say, 12 month life of the contract, as he “serviced” the contract, month by month.

But that is not what happened.

When in November, 2014, Snake River Dental paid in full up front for a 12 month contract, \$5400, Nettleton was paid his 10% commission in full up front, \$540, on his December, 2014, commission paycheck.

Thus Canyon Outdoor Media’s undisputed course of dealing evidences the true terms of Nettleton’s contract: Nettleton’s commissions came due when the customer paid, period. There was no “servicing” condition. The Court should abide by this “practical interpretation” given the contract by the parties. Pocatello Hospital, LLC v. Quail Ridge Medical Investor, LLC, 156 Idaho 709, 721, 330 P.3d 1067, 1079 (Idaho 2014); Mountainview Landowners Coop. Assoc. Inc. v. Cool, 142 Idaho 861, 865, 136 P.3d 332, 336 (Idaho 2006).

B. If not an oral contract, then the parties have an “implied-in-fact” contract which requires Defendant to pay post-resignation commissions.

If there is no oral contract between the parties, they have an “implied-in-fact” contract:

[W]here the conduct of the parties allows the dual inferences that one performed at the other’s request and that the requesting party promised payment, then the court may find a contract implied in fact.

Clayson v. Zebe, 153 Idaho 228, 280 P.3d 731, 736 (Idaho 2012)(quotation marks deleted).

Here, there is no dispute that Canyon Outdoor Media promised to pay Nettleton 10% commissions on his sales of “new” contracts. There is no dispute that Nettleton sold “new” contracts at Canyon Outdoor Media’s request. The course of conduct of the parties whereby Nettleton sold “new” contracts and Canyon Outdoor Media paid him his 10% commissions when the customers paid proves the contract between them.

III. THE COMMISSIONS TOTAL IS NOT DISPUTED.

Nettleton has shown that the total amount of his 10% commissions on the post-resignation customer payments on his “new” contracts is \$13,950. Affidavit of Allen G. Nettleton, March 9, 2016, paragraphs 13 and 14. Canyon Outdoor Media has not disputed this figure. While it argues

that Nettleton is not entitled to the post-resignation commissions or to statutory treble damages, it has not offered any proof to challenge Nettleton's figure.

Therefore, for purposes of summary judgment, the amount of commissions, and therefore statutory "wages", which the Court may find to be due Nettleton is \$13,950.

IV. NETTLETON WAS A STATUTORY EMPLOYEE OF CANYON OUTDOOR MEDIA.

As noted above, Canyon Outdoor Media's affiant Mr. Massood says that when Nettleton was hired, he "explained to him...that the position was an independent contractor position." Declaration of Curtis Massood, February 29, 2016, paragraph 6. Canyon Outdoor Media does not however further define that term in support of its position. Nettleton states that he does not know what "independent contractor" means beyond that he will pay his own taxes, instead of having Canyon Outdoor Media do wage withholding. Affidavit of Allen G. Nettleton, March 9, 2016, paragraph 8. Canyon Outdoor Media's former office manager says the only reason Nettleton was ever considered an "independent contractor" is because he got a 1099 and not a W-2. Affidavit of Susan Martin, March 14, 2016, paragraph 9.

Canyon Outdoor Media has not disputed the facts stated by Nettleton in support of his position that he was an "employee" of the company under the Idaho Wage Claim Statute. Nettleton Affidavit, *supra*, paragraphs 9, 10, and 11.

It is clear therefore that Nettleton was at all relevant times an employee of Canyon Outdoor Media, and not an independent contractor, under the statute. It is irrelevant given the undisputed facts that Mr. Massood may have said that the position offered Nettleton was for an "independent contractor," where that only meant he got a 1099. The parties to a contract are, after all, "free to define in the contract words that are used therein, even if those definitions vary from the normal meaning of words," Sky Canyon Prop., LLC v. The Golf Club of Black Rock, LLC, 155 Idaho 604, 606, 315 P.3d 792, 794 (Idaho 2013).

Finally, there is this: even Canyon Outdoor Media considered Nettleton to be its employee after it started withholding taxes on him by at least March, 2015, the month before Nettleton resigned. Declaration of Curtis Massood, February 29, 2016, paragraphs 9 and 10.

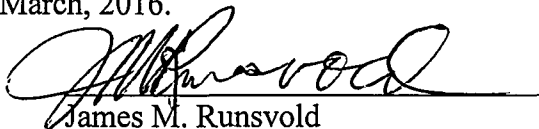
CONCLUSION

Canyon Outdoor Media is right to say there was no meeting of the minds on a material term of the parties' contract, but wrong about what term that is. The term never agreed to is the one they allege: that Nettleton would not get commissions otherwise due him after he resigned because he was not there to service his contracts. There is no admissible evidence to prove the term, Canyon Outdoor Media admits it was not even discussed, and the parties' course of dealing belies its existence.

Based on the undisputed facts, Nettleton was at all times an "employee" of Canyon Outdoor Media, within the meaning of Idaho Wage Claims Act, Idaho Code Section 45-601 et seq. It would be of no consequence if Canyon Outdoor Media referred to him as an "independent contractor" especially when that only meant he got a 1099 instead of a W-2, as is undisputed. Further, it is undisputed that Nettleton was considered by Canyon Outdoor Media to be an employee after the change-over to wage withholding in early 2015.

All things considered, it is clear that Nettleton is entitled to summary judgment in the amount of \$41,850, the undisputed total of his unpaid commissions, trebled.

Respectfully submitted this 30th day of March, 2016.


James M. Runsvold

CERTIFICATE OF SERVICE

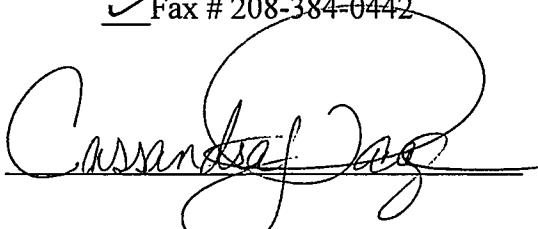
I, the undersigned, hereby certify that on the 30 day of MARCH, 2016, a true and correct copy of the foregoing document was sent to the following by the method indicated:

Hon. Samuel A. Hoagland, District Judge

☒ Email-shardy@adaweb.net

Louis V. Spiker
WORST, FITZGERALD & STOVER, PLLC
3858 North Garden Center Way, Suite 200
P.O. Box 1544
Boise ID 83703
Attorney for Defendant

☐ Hand Delivered
☐ Regular Mail
☐ Certified Mail-Receipt # _____
☒ Fax # 208-384-0442



Ada County Clerk

NO. 43
A.M. 11 FILED 11 P.M.

APR 04 2016

CHRISTOPHER D. RICH, Clerk
By ALESIA BUTTS
DEPUTY

JAMES M. RUNSVOLD ISB #2975
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave. Ste. C
Post Office Box 917
Caldwell, Idaho 83606
(208) 459-2610
Fax (208) 459-0288

Attorney for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,

Case No. CV-OC-2015-14630

Plaintiff,
 DEFENDANT
 vs.

NOTICE OF SERVICE OF DISCOVERY DOCUMENTS

CANYON OUTDOOR MEDIA, LLC,
an Idaho limited liability company,

Defendant.

COMES NOW Plaintiff Allen G. Nettleton by and through his attorney of record James M. Runsvold and serves notice of service of the following documents by the method indicated below, addressed as shown below, on the 1st day of April, 2016:

SUPPLEMENTAL DISCOVERY RESPONSE

Louis V. Spiker
WORST, FITZGERALD & STOVER, PLLC
3858 North Garden Center Way, Suite 200
P.O. Box 1544
Boise ID 83703
Attorney for Defendant

☐ Hand Delivered
☐ Regular Mail
☐ Certified Mail-Receipt # _____
☒ Fax # 208-384-0442

DATED this 1 day of APRIL, 2016.

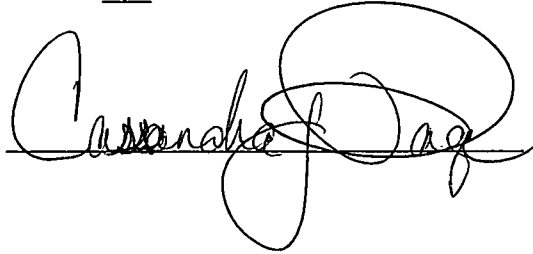
James M. Runsvold

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the 18th day of April, 2016, a true and correct copy of the foregoing document was sent to the following by the method indicated:

Louis V. Spiker
WORST, FITZGERALD & STOVER, PLLC
3858 North Garden Center Way, Suite 200
P.O. Box 1544
Boise ID 83703
Attorney for Defendant

☐ Hand Delivered
☐ Regular Mail
☐ Certified Mail-Receipt # _____
☒ Fax # 208-384-0442

A handwritten signature in black ink, appearing to read "Amanda J. Jaggard", written over a horizontal line.

Hoagland
Stephanie
4-12-16
RECEIVED
APR 11 2016
ADA COUNTY CLERK

NO. _____ FILED _____
M. _____ P.M. _____ 324

APR 11 2016

CHRISTOPHER D. RICH, Clerk
By AUSTIN LOWE
DEPUTY

JAMES M. RUNSVOLD ISB #2975
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave. Ste. C
Post Office Box 917
Caldwell, Idaho 83606
(208) 459-2610
Fax (208) 459-0288

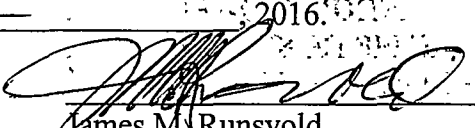
Attorney for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,	)	Case No. CV-OC-2015-14630
)	
Plaintiff,	)	PLAINTIFF'S SUPPLEMENTAL
	)	POST-ARGUMENT
vs. CANYON OUTDOOR MEDIA, LLC,	)	MEMORANDUM
)	
CANYON OUTDOOR MEDIA, LLC,)	
an Idaho limited liability company,)	
)	
Defendant.)	

COMES NOW Plaintiff Allen G. Nettleton by and through his attorney of record James M. Runsvold and supplements his summary judgment argument herein with the following:

The parties' written agreement that Nettleton would be paid 10% commissions on "new" contracts, without any conditions, is set-forth in Exhibit A to Nettleton's deposition, which is in the record. The entire text of Exhibit A insofar as it relates to new contracts is as follows: "New Contracts will be paid at a Rate of 10% of the Monthly Revenue." Canyon Outdoor Media conceded in oral argument that Exhibit A was drafted by the company. It should therefore be construed against Canyon Outdoor Media.

DATED this 7 day of APRIL 2016

James M. Runsvold

CERTIFICATE OF SERVICE

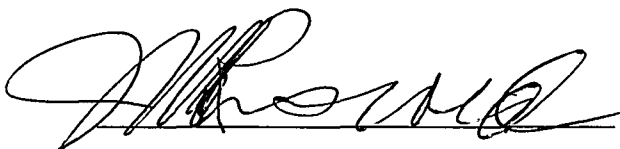
I, the undersigned, hereby certify that on the 7 day of APRIL, 2016, a true and correct copy of the foregoing document was sent to the following by the method indicated:

Hon. Samuel A. Hoagland
Ada County Courthouse
200 W. Front Street
Boise, Idaho 83702

☐ Hand Delivered
☐ Regular Mail
☐ Certified Mail-Receipt # _____
☐ Fax # _____
☒ Email-shardy@adaweb.net

Louis V. Spiker
WORST, FITZGERALD & STOVER, PLLC
3858 North Garden Center Way, Suite 200
P.O. Box 1544
Boise ID 83703
Attorney for Defendant

☐ Hand Delivered
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☒ Fax # 208-384-0442



APR 18 2016

CHRISTOPHER D. RICH, Clerk
By ALESIA BUTTS
DEPUTY

JAMES M. RUNSVOLD ISB #2975
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave. Ste. C
Post Office Box 917
Caldwell, Idaho 83606
(208) 459-2610
Fax (208) 459-0288

Attorney for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

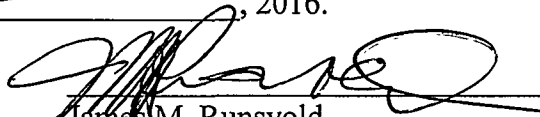
ALLEN G. NETTLETON,	)	Case No. CV-OC-2015-14630
)	
Plaintiff,	)	VERIFIED OBJECTION TO
	)	THIRD-PARTY SUBPOENA
vs.	)	<u>AND MOTION TO QUASH</u>
	)	NOTICE OF HEARING
CANYON OUTDOOR MEDIA, LLC,)	
an Idaho limited liability company,)	
)	
Defendant.)	

COMES NOW Plaintiff Allen G. Nettleton by and through his attorney of record James M. Runsvold and pursuant to IRCP Rule 45(d) OBJECTS to service by Defendant of the subpoena attached hereto as Exhibit A and MOVES that it be quashed on the grounds and for the reasons as follows:

1. By notice dated April 8, 2016, post-marked April 11, 2016, and received by mail on April 13, 2016, purporting to give seven (7) days notice, Defendant has advised Plaintiff of its intention to serve the Exhibit A subpoena on Plaintiff's post-Canyon Outdoor Media employer, Impact Radio.
2. There is nothing in the subpoena to suggest a legitimate attempt to obtain information and/or documents which would be admissible for any purpose in this action.
3. The information likely to be in the requested material is likely to be oppressive and unduly burdensome to Plaintiff.

The above and foregoing matter shall be heard on the 25th day of April, 2016 at the Ada County Courthouse, 200 West Front Street, Boise ID at the hour of 3:00 p.m. or as soon thereafter as the matter may be heard.

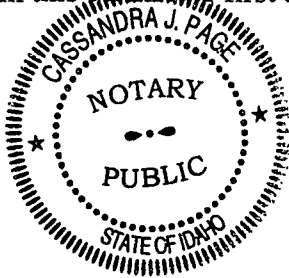
DATED this 13 day of APRIL, 2016.

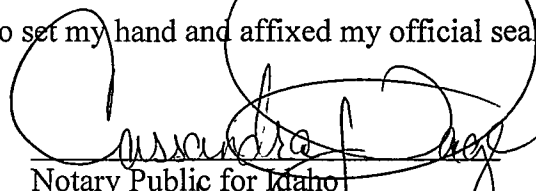

James M. Runsvold

STATE OF IDAHO)
)ss
County of Canyon)

I, Cassandra J. Page, a notary public, do hereby certify that on this 13th day of April, 2016, personally appeared before me James M. Runsvold, who, being by me first duly sworn, stated that he signed the foregoing document and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.




Notary Public for Idaho
Residing in Willard
My commission expires 2/2/19

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the 13th day of April, 2015, a true and correct copy of the foregoing document was sent to the following by the method indicated:

Hon. Samuel A. Hoagland
Ada County Courthouse
200 W. Front Street
Boise, Idaho 83702

☐ Hand Delivered
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☐ Fax # _____
☒ Email-shardy@adaweb.net

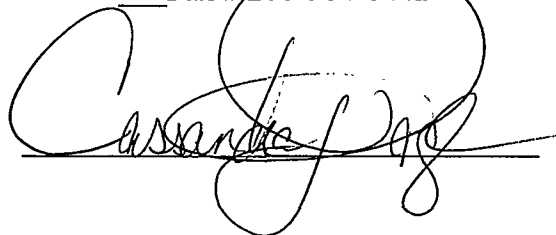
Louis V. Spiker
WORST, FITZGERALD & STOVER, PLLC

☐ Hand Delivered
☐ Regular Mail

3858 North Garden Center Way, Suite 200
P.O. Box 1544
Boise ID 83703
Attorney for Defendant

Certified Mail Receipt # _____

✓ Fax # 208-384-0442



JEFFREY M. WILSON, ISB No. 1615
LOUIS V. SPIKER, ISB No. 8281
WORST, FITZGERALD & STOVER, PLLC
3858 N. Garden Center Way, Ste. 200
P.O. Box 1544
Boise, ID 83701
Telephone: 208-345-9100
Facsimile: 208-384-0442
Attorney for Defendant

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,

Plaintiff,

vs.

CANYON OUTDOOR MEDIA, LLC, an
Idaho limited liability company,

Defendant.

Case No. CV OC 1514630

**SUBPOENA FOR PRODUCTION OF
DOCUMENTS, ELECTRONICALLY
STORED INFORMATION, AND
TANGIBLE THINGS**

THE STATE OF IDAHO SENDS GREETINGS TO:

FM IDAHO CO., LLC dba IMPACT RADIO GROUP

Attn: Darrell C. Calton
5660 Franklin Rd., Ste 200
Nampa, ID 83687

YOU ARE HEREBY COMMANDED to produce or permit for inspection and copying of
the following documents or objects, including electronically stored information, at the place date
and time specified below:

- Any and all documents relating to an offer of employment extended to Allen G. Nettleton by Impact Radio Group.

- Any and all documents relating to how Allen G. Nettleton's compensation was structured
- Any and all documents relating to Allen G. Nettleton's volume of sales during the time he was employed by Impact Radio Group. (Canyon Outdoor Media, LLC is not seeking any information relating to the identity of Impact Radio Group's customers, only the volume of sales that Allen G. Nettleton was responsible for)
- Any and all documents relating to Allen G. Nettleton's separation from employment with Impact Radio Group

PLACE, DATE AND TIME: Worst, Fitzgerald & Stover, PLLC, 3858 North Garden

Center Way, Suite, 200, Boise, ID 83703 before the **29th day of April, 2016, by 1:00 p.m.**

You are further notified that if you fail to appear at the place and time specified above, or to produce or permit copying or inspection as specified above that you may be held in contempt of court and that the aggrieved party may recover from you the sum of \$100 and all damages which the party may sustain by your failure to comply with this subpoena.

DATED this _____ day of April, 2016.

Louis V. Spiker
As an officer of the Court, pursuant to
Idaho Rule of Civil Procedure 45(a)

RECEIVED
APR 18 2016
Ada County Clerk

NO. 1037
A.M. 10 FILED 37 P.M.

APR 18 2016
CHRISTOPHER D. RICH, Clerk
By ALESIA BUTTS
DEPUTY

JAMES M. RUNSVOLD ISB #2975
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave. Ste. C
Post Office Box 917
Caldwell, Idaho 83606
(208) 459-2610
Fax (208) 459-0288

Attorney for Plaintiff

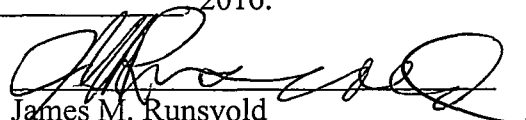
IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,	)	Case No. CV-OC-2015-14630
)	
Plaintiff,	)	MOTION TO SHORTEN TIME
)	
vs.)	
)	
CANYON OUTDOOR MEDIA, LLC,)	
an Idaho limited liability company,)	
)	
Defendant.)	

COMES NOW Plaintiff Allen G. Nettleton by and through his attorney of record, James M. Runsvold, and moves to shorten time for hearing his VERIFIED OBJECTION TO THIRD-PARTY SUBPOENA AND MOTION TO QUASH on the grounds and for the reasons as follows:

1. There is not sufficient time remaining to give fourteen (14) days notice to Defendant where the notice of the subpoena was received April 13, the due date for the production is April 29, and the Court's calendar is full.
2. There is no prejudice to the Respondent.
3. The ends of justice and judicial economy so require.

DATED this 13th day of April 2016.


James M. Runsvold

CERTIFICATE OF SERVICE

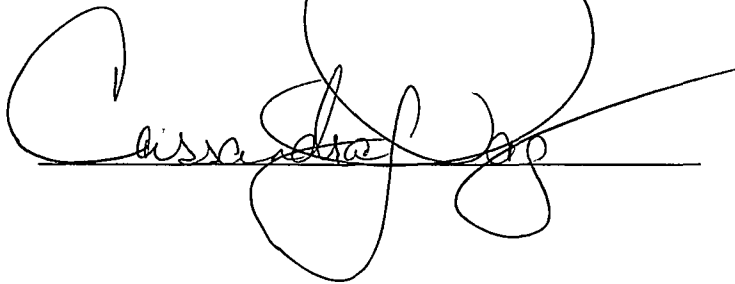
I, the undersigned, hereby certify that on the 13th day of April, 2016, a true and correct copy of the foregoing document was sent to the following by the method indicated:

Hon. Samuel A. Hoagland
Ada County Courthouse
200 W. Front Street
Boise, Idaho 83702

☐ Hand Delivered
☐ Regular Mail
☐ Certified Mail-Receipt # _____
☐ Fax # _____
☒ Email-shardy@adaweb.net

Louis V. Spiker
WORST, FITZGERALD & STOVER, PLLC
3858 North Garden Center Way, Suite 200
P.O. Box 1544
Boise ID 83703
Attorney for Defendant

☐ Hand Delivered
☐ Regular Mail
☐ Certified Mail-Receipt # _____
☒ Fax # 208-384-0442



APR 29 2016

CHRISTOPHER D. RICH, Clerk
By STEPHANIE HARDY
DEPUTY

JAMES M. RUNSVOLD ISB #2975
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave. Ste. C
Post Office Box 917
Caldwell, Idaho 83606
(208) 459-2610
Fax (208) 459-0288

Attorney for Plaintiff

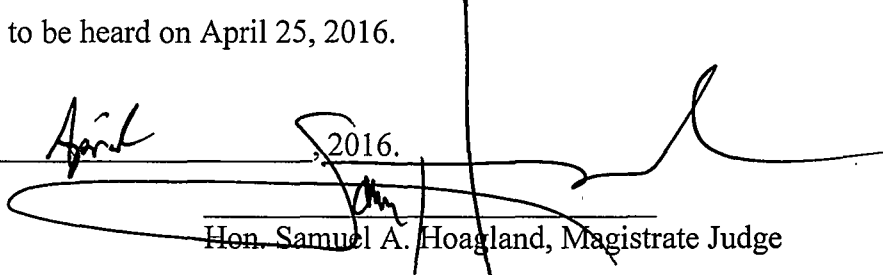
IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,	)	Case No. CV-OC-2015-14630
)	
Plaintiff,	)	ORDER SHORTENING TIME
)	
vs.)	
)	
CANYON OUTDOOR MEDIA, LLC,)	
an Idaho limited liability company,)	
)	
Defendant.)	

This Court, having reviewed the file and record herein, does hereby grant Respondent's motion to shorten time, allowing his VERIFIED OBJECTION TO THIRD-PARTY SUBPOENA AND MOTION TO QUASH to be heard on April 25, 2016.

IT IS SO ORDERED.

Dated this 19th day of April, 2016.


Hon. Samuel A. Hoagland, Magistrate Judge

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the 20th day of April, 2016, a true and correct copy of the foregoing document was sent to the following by the method indicated:

James M. Runsvold
RUNSVOLD LAW OFFICE, PLLC
P.O. Box 917
Caldwell ID 83606
Attorney for Plaintiff

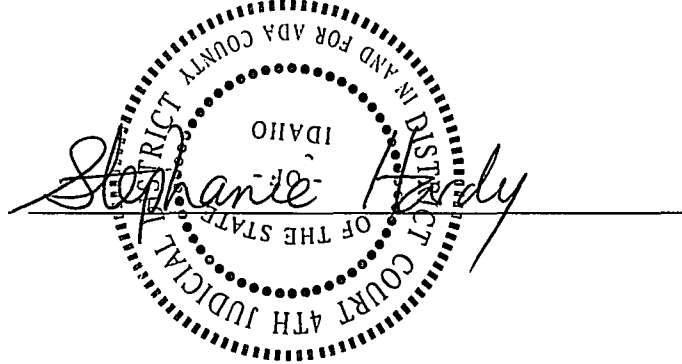
Hand Delivered _____
☒ Regular Mail _____
Certified Mail-Receipt # _____
Fax #459-0288 _____

ORDER SHORTENING TIME

000172

Louis V. Spiker
WORST, FITZGERALD & STOVER, PLLC
3858 North Garden Center Way, Suite 200
P.O. Box 1544
Boise ID 83703
Attorney for Defendant

___ Hand Delivered
☒ Regular Mail
___ Certified Mail-Receipt # _____
___ Fax # 208-384-0442



Hoagland
Stephanie
1/11
4-25-16

NO _____ FILED _____
A.M. _____ P.M. 4:10

APR 22 2016

CHRISTOPHER D. RICH, Clerk
By SANTIAGO BARRIOS
DEPUTY

JEFFREY M. WILSON, ISB No. 1615
LOUIS V. SPIKER, ISB No. 8281
WORST, FITZGERALD & STOVER, PLLC
3858 N. Garden Center Way, Ste. 200
Boise, ID 83703
P.O. Box 1544
Boise, ID 83701
Telephone: 208-345-9100
Facsimile: 208-384-0442
Attorney for Defendant

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,)	
	)	CASE No.: CV OC 1514630
Plaintiff,)	
v.	)	RESPONSE TO VERIFIED
	)	OBJECTION TO THIRD-PARTY
CANYON OUTDOOR MEDIA, LLC an	)	SUBPOENA AND MOTION TO
Idaho limited liability company,	)	QUASH
)	
Defendant.)	
_____)	

COMES NOW the Defendant, Canyon Outdoor Media, LLC ("Canyon Outdoor Media"),
by and through their counsel of record, Worst, Fitzgerald & Stover, P.L.L.C., and responds to the
Verified Objection to Third-Party Subpoena and Motion to Quash filed by the Plaintiff Allen G.
Nettleton ("Nettleton")


The Subpoena for Production of Documents, Electronically Stored Information, and
Tangible Things that Canyon Outdoor Media intends to serve on FM Idaho Co., LLC dba Impact
Radio Group ("Impact Radio Group") is a reasonable request for information that is reasonably

calculated to lead to the discovery of admissible evidence. In addition, the information sought is not privileged or protected and is not oppressive. During his deposition, Nettleton stated that he believed he would be entitled to future commissions from Impact Radio Group once he separated from employment with Impact Radio Group. Deposition of Allen G. Nettleton, Tr. P. 52-54. Nettleton also stated that he did not have a discussion regarding receiving future commissions after separation from employment with Impact Radio Group. *Id.* Canyon Outdoor Media believes that the payment of future commissions after separation was discussed during the initial hiring conversation between Impact Radio Group and Nettleton and that documents requested expressly state that Mr. Nettleton was not entitled to future commission after a separation from employment with Impact Radio Group. Moreover, the information requested will show a pattern by Nettleton relating to a self-serving belief that he is entitled commission following separation from employment, despite not being promised future commission and even when it is expressly stated that he is not entitled to future commission. The only reason Nettleton seeks to quash this subpoena is that it demonstrates that he was untruthful during his deposition.

It is also important to note that Canyon Outdoor Media's request will have no impact on the employment relationship between Nettleton and Impact Radio Group as Nettleton is no longer employed by Impact Radio Group.

DATED this 22nd day of April, 2016.

WORST, FITZGERALD & STOVER, P.L.L.C.


By: 
Louis V. Spiker
Attorneys for Defendant

CERTIFICATE OF SERVICE

The undersigned certifies that on the 22nd day of April, 2016, he caused a true and correct copy of the foregoing **RESPONSE TO VERIFIED OBJECTION TO THIRD-PARTY SUBPOENA AND MOTION TO QUASH** to be served upon the following persons in the following manner:

James M. Runsvold
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave., Ste C
PO Box 917
Caldwell, ID 83606
Attorney for Plaintiff

(X) U.S. Mail, postage prepaid
() E-mail:
() Overnight Mail
(X) Facsimile: 208-459-0288



LOUIS V. SPIKER
Attorney for Defendant

Hoagland
Stephanie
K1
5.2.16

NO. _____ FILED _____
A.M. _____ P.M. _____

MAY 03 2016

CHRISTOPHER D. RICH, Clerk
By STEPHANIE HARDY
DEPUTY

RECEIVED
APR 29 2016
Ada County Clerk

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,

Plaintiff,

v.

CANYON OUTDOOR MEDIA, LLC an
Idaho limited liability company,

Defendant.

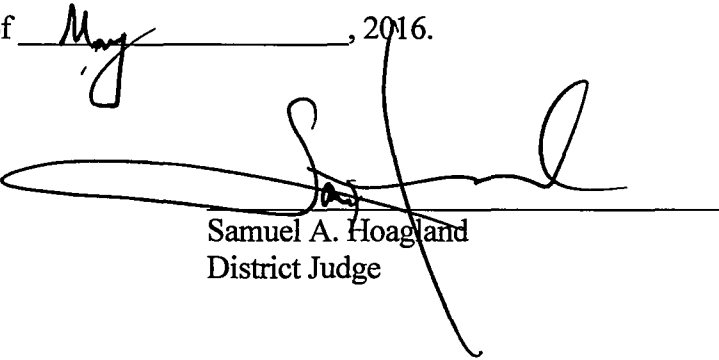
CASE No.: CV OC 1514630

**ORDER DENYING MOTION TO
QUASH**

This matter came before the Court for hearing on Plaintiff's Verified Objection to Third-Party Subpoena and Motion to Quash on April 25, 2016. The Court, having considered the pleadings on file and the oral argument of the parties, and for the reasons stated on the record at the hearing on April 25, 2016, hereby ORDERS as follows:

1. The Plaintiff's Motion to Quash filed on April 18, 2016 is denied.
2. Any information received by Defendant pursuant to a Subpoena for Production of Documents, Electronically Stored Information, and Tangible Things served on FM Idaho Co., LLC dba Impact Radio Group shall constitute Protected Materials under the Protective Order entered by the Court on November 13, 2015 and the disclosure of any such information shall be governed by the Protective Order entered by the Court on November 13, 2015.

IT IS SO ORDERED this 29th day of May, 2016.


Samuel A. Hoagland
District Judge

CLERK'S CERTIFICATE OF SERVICE

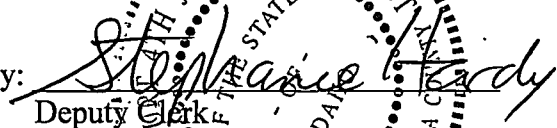
I HEREBY CERTIFY that on this 3 day of May, 2016, I caused a true and correct copy of the foregoing **ORDER DENYING MOTION TO QUASH** to be served by the method indicated below, and addressed to the following:

James M. Runsvold
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave., Ste C
PO Box 917
Caldwell, ID 83606
Attorney for Plaintiff

☒ U.S. Mail, Postage Prepaid
☐ Hand Delivered
☐ Overnight Mail
☐ Facsimile

Louis V. Spiker
Worst, Fitzgerald & Stover, PLLC
Post Office Box 1544
Boise, Idaho 83701

☒ U.S. Mail, Postage Prepaid
☐ Hand Delivered
☐ Overnight Mail
☐ Facsimile

CLERK OF THE DISTRICT COURT
By: 
Deputy Clerk


Hogland
Stephanie
5/9/16 2H

NO. _____
A.M. _____ P.M. _____
FILED 3/6

MAY 06 2016

CHRISTOPHER D. RICH, Clerk
By ALESIA BUTTS
DEPUTY

JEFFREY M. WILSON, ISB No. 1615
LOUIS V. SPIKER, ISB No. 8281
WORST, FITZGERALD & STOVER, PLLC
3858 N. Garden Center Way, Ste. 200
P.O. Box 1544
Boise, ID 83701
Telephone: 208-345-9100
Facsimile: 208-384-0442
Attorney for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,

Plaintiff,

vs.

CANYON OUTDOOR MEDIA, LLC an Idaho
limited liability company,

Defendant.

Case No. CV OC 1514630

NOTICE OF SERVICE

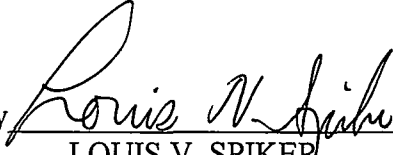
TO: Defendant above named and their counsel of record, James M. Runsvold:

NOTICE IS HEREBY GIVEN That on the 6th day of May, 2016, copies of Defendant's
Supplemental Response to Plaintiff's Discovery Requests, and a true and correct copy of this
NOTICE OF SERVICE, were served upon:

Allen G. Nettleton
c/o James R. Runsvold
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave., Ste C
PO Box 917
Caldwell, ID 83605
Attorney for Plaintiff

DATED This 6th day of May, 2016.

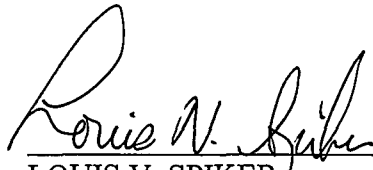
WORST, FITZGERALD & STOVER, PLLC

By 
LOUIS V. SPIKER
Attorney at Law

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 6th day of May, 2016, I mailed a true and correct copy of the foregoing ** by regular United States mail with the correct postage affixed thereon addressed to:

Allen G. Nettleton
c/o James R. Runsvold
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave., Ste C
PO Box 917
Caldwell, ID 83605
Attorney for Plaintiff


LOUIS V. SPIKER

Hagland
Stephanie
5/13/16 SH

RECEIVED IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
MAY 12 2016

ADA COUNTY CLERK

STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

MAY 12 2016

NO. 28
FILED
P.M.

CHRISTOPHER D. RICH, Clerk
By SARAH TAYLOR
DEPUTY

ALLEN G. NETTLETON, Plaintiff, vs. CANYON OUTDOOR MEDIA, LLC, an Idaho limited liability company, Defendant.	CASE NO. CV OC 2015-14630 AFFIDAVIT OF SERVICE
---	--

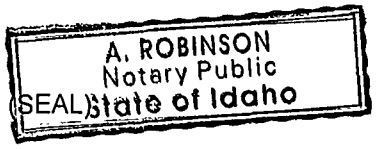
STATE OF IDAHO)
: ss.
County of Canyon)

MIKE RIDGEWAY, being first duly sworn, deposes and says:

That I am a resident of the State of Idaho. That I am over eighteen years of age and not a party to this action. That on the 28th day of April, 2016, at 5:50 o'clock p.m., I served a copy of the TRIAL SUBPOENA in the above-entitled action upon EMILE LEMOINE, by delivering to and leaving with EMILE LEMOINE, at 6661 N. Waterlilly Way, Boise, Idaho.

Mike Ridgeway
MIKE RIDGEWAY

SUBSCRIBED AND SWORN to before me this 4th day of May, 2016.



A. Robinson
Notary Public for Idaho
Residing at: Fruitland, ID
My Commission expires: 8/20/2021

Fee: \$55.00
Mileage(6) \$0
Misc: \$0
TOTAL FEE: \$55.00
pd 5/19/16
8056

JEFFREY M WILSON, ISB No. 1615
LOUIS V. SPIKER, ISB No. 8281
WORST, FITZGERALD & STOVER, P.L.L.C.,
3858 N. Garden Center Way, Suite 200
P.O. Box 1544
Boise, Idaho 83701
Telephone: 208-345-9100
Facsimile: 208-384-0442
Attorneys for Defendant

NO. _____ FILED _____
A.M. _____ P.M. 5

MAY 13 2016

CHRISTOPHER D. RICH, Clerk
By TYLER ATKINSON
DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON.

Plaintiff,

v.

CANYON OUTDOOR MEDIA, LLC, an
Idaho limited liability company,

Defendant.

Case No. CV-OC-2015-14630

MOTION TO COMPEL

COMES NOW Defendant, Canyon Outdoor Media, LLC ("Canyon Outdoor"), by and through his counsel of record, and hereby moves this Court, pursuant to I.R.C.P. 37(a), for an order compelling Plaintiff, Allen G. Nettleton ("Nettleton"), to answer and respond to, fully and completely, the Judgment Creditor's First Set of Interrogatories and Requests for Production of Documents ("Discovery Requests"). This Motion is supported by the Affidavit of Louis V. Spiker ("Affidavit") filed contemporaneously herewith.

As noted in the Affidavit, Nettleton has not provided copies of his tax returns or verification that he has not filed a tax return for the 2013, 2014, and 2015 tax years, despite testifying in his deposition that he filed taxes in 2013 and 2014. Canyon Outdoor requests an


order from the Court compelling the production of Nettleton's 2013, 2014, and 2015 tax returns or verification that he has not filed the requested returns.

Canyon Outdoor further moves the Court, pursuant to Idaho Rule of Civil Procedure 37(a)(4), for an order requiring Nettleton to pay Canyon Outdoor its reasonable expenses incurred in bringing this motion, including attorney fees.

Oral argument is requested.

DATED this 13th day of May, 2016.

WORST, FITZGERALD & STOVER, PLLC

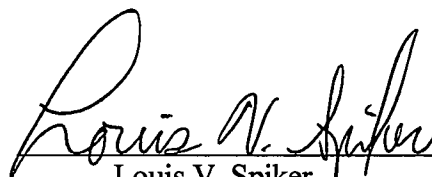
By: 
LOUIS V. SPIKER
Attorney for Defendant

CERTIFICATE OF SERVICE

The undersigned certifies that on the 13th day of May, 2016, he caused a true and correct copy of the foregoing instrument to be served upon the following persons in the following manner:

James M. Runsvold
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave., Ste C
Post Office Box 917
Caldwell, ID 83606

() U.S. Mail, Postage Prepaid
() Hand Delivered
() Overnight Mail
☒ Facsimile: (208) 459-0288


Louis V. Spiker

JEFFREY M WILSON, ISB No. 1615
LOUIS V. SPIKER, ISB No. 8281
WORST, FITZGERALD & STOVER, P.L.L.C.
3858 N. Garden Center Way, Suite 200
P.O. Box 1544
Boise, Idaho 83701
Telephone: 208-345-9100
Facsimile: 208-384-0442
Attorneys for Defendant

NO. _____ FILED _____
A.M. _____ P.M. _____

MAY 13 2016

CHRISTOPHER D. RICH, Clerk
By TYLER ATKINSON
DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON.

Plaintiff,

v.

CANYON OUTDOOR MEDIA, LLC, an
Idaho limited liability company,

Defendant.

Case No. CV-OC-2015-14630

AFFIDAVIT OF LOUIS V. SPIKER IN
SUPPORT OF MOTION TO COMPEL

STATE OF IDAHO)
 : ss.
County of Ada)

I, Louis V. Spiker, being first duly sworn on oath, depose and state as follows:

1. I am an attorney with the law firm of WORST, FITZGERALD & STOVER, PLLC, attorney of record for the Defendant, Canyon Outdoor Media, LLC, and I make this affidavit based upon my own personal knowledge, information and belief.

2. On December 8, 2015 I served *Defendant's First Set Of Interrogatories, Requests For Production Of Documents And Requests For Admission*, which included among other things, the following:

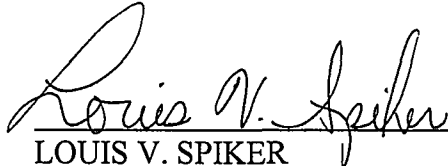
REQUEST FOR PRODUCTION NO. 9. Please produce your state and federal tax returns for the 2013, 2014, and 2015 tax years.

3. Attached hereto as Exhibit "A" is a true and correct copy of Nettleton's response to Request for Production No. 9 dated February 11, 2016.

4. Attached hereto as Exhibit "B" are true and correct copies of pages 30-37 of the transcript from Nettleton's January 14, 2016 Deposition.

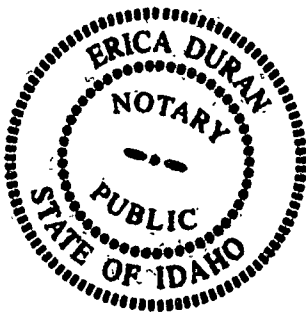
5. Attached hereto as Exhibit "C" is a true and correct copy of a letter I sent to Nettleton's counsel on April 22, 2016 in an effort to secure the requested information without court action.

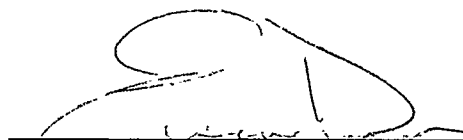
FURTHER YOUR AFFIANT SAYETH NAUGHT.



LOUIS V. SPIKER
Worst, Fitzgerald & Stover, PLLC

SUBSCRIBED AND SWORN to before me this 13th day of May, 2016.





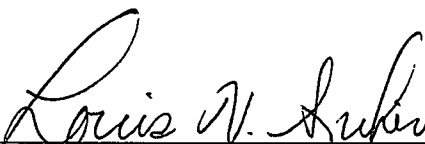
Notary Public for Idaho
Residing at: Boise, ID
Commission Expires: 11-06-2021

CERTIFICATE OF SERVICE

The undersigned certifies that on the 13th day of May, 2016, he caused a true and a correct copy of the foregoing instrument to be served upon the following persons in the following manner:

James M. Runsvold
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave., Ste C
Post Office Box 917
Caldwell, ID 83606

☐ U.S. Mail, Postage Prepaid
☐ Hand Delivered
☐ Overnight Mail
☒ Facsimile: (208) 459-0288
☐ Email:



LOUIS V. SPIKER

RESPONSE TO REQUEST FOR PRODUCTION NO. 3: Please see response to Request for Production No. 2.

REQUEST FOR PRODUCTION NO. 4: Please produce copies of any and all reports produced or opined by any expert identified in your answer to Interrogatory No. 5, above.

RESPONSE TO REQUEST FOR PRODUCTION NO. 4: None at this time.

REQUEST FOR PRODUCTION NO. 5: Please produce copies of a curriculum vitae for each expert identified in your answer to Interrogatory No. 5, above.

RESPONSE TO REQUEST FOR PRODUCTION NO. 5: Please see Response to Request for Production No. 4.

REQUEST FOR PRODUCTION NO. 6: Please produce copies of any document which I.R.C.P. Rule 26(4) provides for related to each expert identified in your answer to Interrogatory No. 5, including without limitation: 1) the data or other information considered by the expert in forming his or her opinions and 2) any exhibits to be used as a summary of or support for the expert's opinions.

RESPONSE TO REQUEST FOR PRODUCTION NO. 6: Please see Response to Request for Production No. 4.

REQUEST FOR PRODUCTION NO. 7: Please produce all correspondence or communications including without limitation, letters, notes, emails, memoranda or other documents between the Propounding Party and you, between the Propounding Party and any third party, or between you and any third party relating to the matters and events which form the basis for this litigation.

RESPONSE TO REQUEST FOR PRODUCTION NO. 7: Please see response to Request for Production No. 2.

REQUEST FOR PRODUCTION NO. 8: Please produce all correspondence or communications between you and the Idaho Department of Labor and all correspondence or communications between your agents or attorneys and the Idaho Department of Labor.

RESPONSE TO REQUEST FOR PRODUCTION NO. 8: Please see response to Request for Production No. 2.

REQUEST FOR PRODUCTION NO. 9: Please produce your state and federal tax returns for the 2013, 2014, and 2015 tax years.

RESPONSE TO REQUEST FOR PRODUCTION NO. 9: Plaintiff has not yet filed tax returns for 2014 or 2015. He does not have his 2013 returns.

DATED this 11th day of February, 2016.

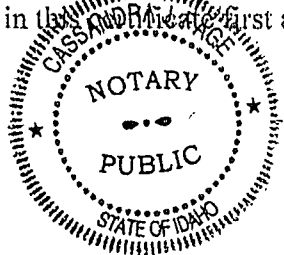

Allen G. Nettleton

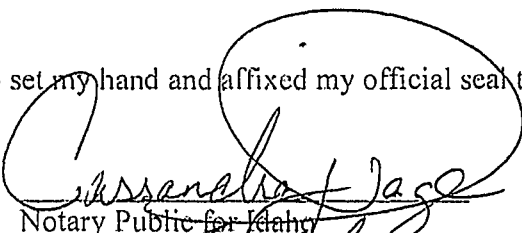
VERIFICATION

STATE OF IDAHO)
)ss
County of Canyon)

I, Cassandra Page a notary public, do hereby certify that on this 11th day of February, 2016 personally appeared before me Allen G. Nettleton, who, being by me first duly sworn, stated that he signed the foregoing document and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.




Notary Public for Idaho
Residing in Idaho
My commission expires 2/2/19

09:46:14-09:47:34

Page 30

09:49:50-09:51:33

Page 32

1 wind, where he just walked away from them. I don't know
2 how many of them he had, or if just too small of a
3 percentage to worry about, but he walked away.

4 I had a conversation with Curt. And at that
5 point, he goes, well -- and I said, why would he walk
6 away from that? Didn't he want to finish out the
7 contracts that he had? At that point, Curt had
8 mentioned to me that -- that he -- Emile had just kind
9 of walked out in his resignation process, and they had
10 never came to any kind of agreement on that. But he
11 said he would take care of those contracts.

12 Q. When did that conversation occur?

13 A. Right around this date, February 28th, right
14 around there. Because that's right around when Emile
15 left.

16 Q. And are you --

17 A. Give --

18 Q. Sorry.

19 A. Give or take a week, because I think this was
20 presented when he was leaving. That was part of his
21 decision in his leaving process, and it was shortly
22 thereafter.

23 Q. But my understanding, that these were the
24 terms of your compensation for renewal contracts after
25 February 28th of 2014?

1 entitled to receive a percentage of gross revenue
2 received in that month from the renewal accounts that
3 you serviced?

4 A. That is correct.

5 Q. Following February 28th, 2014, if you produced
6 more than 24 months of new business contracts, but less
7 than 36 months of new business contracts, is my
8 understanding correct, that you would have been entitled
9 to receive five percent of the gross revenue received in
10 that month from the renewal accounts that you serviced?

11 A. Yeah, I had to get 36 months of net new
12 contracts to be entitled to the next step up. This was
13 a percentage basis. Five percent for two net new
14 contracts, seven-and-a-half percent for three net new
15 contracts, four net new contracts was 10 percent, back
16 to where we started.

17 Q. For 2014 -- sorry. Let's go back to 2013.
18 It's correct that you received a 1099 for 2013?

19 A. I did.

20 Q. How did you file your taxes with respect to
21 the income you received from Canyon Outdoor Media for
22 the 2013 tax year?

23 A. We utilized the 1099. Obviously, we have
24 expenses, vehicles, things to that nature. So we did an
25 itemized to -- to be able to try to take advantage of

09:47:36-09:49:46

Page 31

09:51:39-09:52:54

Page 33

1 A. That is correct.

2 Q. Are you aware of whether Emile received
3 commissions on either renewal or new contracts that
4 were -- would have been considered his, after he
5 tendered his resignation?

6 A. I don't know if he pursued that or not. I was
7 a -- I did talk to him a while back and he -- I believe
8 that he still has outstanding commissions that he's
9 owed, as well.

10 Q. When did you talk to Emile last?

11 A. Oh, it's probably been four months now or so.
12 He -- he's gone through a couple jobs since he left
13 Canyon Outdoor, and he was calling to see if I had any
14 leads for his alarm business. So you would have to
15 specify with him when he was working for that alarm
16 company.

17 Q. Is that the only time you talked to him since
18 he resigned?

19 A. We've had lunch a couple of times
20 over -- sporadically, since February 28th. And he
21 popped into the office on a pretty frequent basis just
22 to say, "hi," things to that nature.

23 Q. So my understanding that after February 28th
24 of 2014, that if you did not produce at least the 24
25 months of new business contracts, that you were not

1 those tax credits that we get.

2 Q. Did you pay self-employment tax in 2013
3 related to your income from Canyon Outdoor Media?

4 A. I don't believe so.

5 Q. Was the reason you did not pay self-employment
6 tax was because of the deductions that you spoke of?

7 A. I -- I don't know that question -- the answer
8 to that.

9 Q. I'll take a step back. Did you file taxes in
10 2013?

11 A. Yes.

12 Q. Federal and state?

13 A. Yes.

14 Q. Did you file taxes for the 2014 tax year?

15 A. Yes.

16 Q. Have you filed taxes for the 2015 tax year?

17 A. Not yet.

18 Q. Do you have copies of your 2013 and 2014 tax
19 returns?

20 A. 2014, I have some things that I'm working
21 through with my accountant, and that has not been all
22 the way settled yet.

23 Q. So but for 2014, you have filed a return?

24 A. Correct.

25 Q. Are you intending to amend that return?

09:52:58-09:54:46

Page 34

09:56:07-09:58:17

Page 36

1 A. There is some things that we needed to get
2 cleared up with my accountant.
3 Q. Can you tell me what those are?
4 A. No, I can't. I don't know. I'm not an
5 accountant.
6 Q. Well, what did your accountant tell you?
7 A. My accountant told me that we did an
8 extension, and it was something to do with some of the
9 expenses that I needed to show some itemization on.
10 And -- and we have been working through that process.
11 Q. So is there any reason that you haven't
12 provided copies of the tax returns that were filed in
13 2013 and 2014?
14 A. I don't think that it's relevant to this case
15 at all.
16 Q. Do those tax returns contain information
17 relating to the income you received from Canyon Outdoor
18 Media?
19 A. Canyon Outdoor Media knows exactly how much
20 they paid me. They supplied the 1099. So there
21 shouldn't be any question there as far as what I was
22 paid.
23 Q. Are you familiar with what other individuals
24 that are in billboard sales, how their compensation is
25 structured?

1 Lamar whether you would be entitled to commissions after
2 you either resigned, or terminated your employment with
3 Lamar?
4 A. No, it never -- the conversation never got
5 that far.
6 Q. Was the position with Lamar an independent
7 contractor position?
8 A. No, it was not. It was an employee position.
9 Q. Is there a reason that you didn't take the job
10 with Lamar?
11 A. I was just inquiring if they had an opening,
12 quite frankly. I don't know that they even had a
13 position available to take at that point.
14 Q. And then what was the time frame of when you
15 spoke with them?
16 A. Oh, brother. Let's see. We started getting
17 into the tax stuff. So that would have probably been
18 towards the end of February, first part of March,
19 somewhere in there. I don't know exact dates.
20 Q. Did you ever specifically discuss whether you
21 would be entitled to commission for either renewal
22 contracts, or new contracts that you were responsible
23 for servicing, or obtained after you would resign, or
24 were terminated from Canyon Outdoor Media?
25 A. The primary conversation I had directly with

09:54:47-09:56:03

Page 35

09:58:20-10:00:02

Page 37

1 A. Primarily, the ones through Canyon Outdoor
2 Media. When I was looking to leave, I did talk to one
3 of our competitors, and they -- they alluded to what
4 their payroll structure was.
5 Q. Who did you speak with?
6 A. I interviewed with Lamar.
7 Q. And what did they tell you about their pay
8 structure?
9 A. That there was a -- there was a base plus
10 commissions similar to Canyon Outdoor's they did -- they
11 had a -- I can't remember all the details, because I
12 didn't take the job, and we were speaking in broad terms
13 at that point. But they were -- depend -- they broke
14 theirs down a little differently than what we did with
15 new and renewal contracts. They worked their business
16 as local direct sales, and what they called "agency
17 sales."
18 Q. Did you discuss with Lamar whether you would
19 have -- be entitled to commissions?
20 A. No, I never got that far.
21 Q. I'm -- I'm going to put the full question out
22 there.
23 A. Okay.
24 Q. I understand -- I believe that your answer
25 will probably be the same. But did you discuss with

1 Curt when Emile left, he said that -- like I had
2 mentioned earlier, that he claimed that he -- because of
3 the way Emile quit, he was just kind of out of there in
4 a hurry. He didn't have an opportunity to take care of
5 it.
6 And I inquired about it directly. I said, why
7 would he walk away from that money? And he goes, well,
8 we just haven't had an opportunity to work it out. And
9 that's what -- how it was referred to me.
10 Q. So am I correct then, that that was not
11 something that you were promised when you took the
12 position?
13 A. It wasn't part of the initial conversations,
14 no.
15 Q. So after you left would someone else then have
16 been responsible for servicing the contracts that you
17 had previously serviced?
18 A. The same people, Sue was still there. We
19 still had the staff that did the maintenance on the
20 boards, and things to that nature, yes. But as far as
21 calling on the accounts going forward, that would have
22 been to whoever they decided to hire.
23 Q. Specifically with regard to customer service
24 to current customers, who would have been responsible
25 for that after you left?

**WORST, FITZGERALD
& STOVER, P.L.L.C.**

April 22, 2016

Sent via facsimile: (208) 459-0288

James M. Runsvold
Runsvold Law Office, PLLC
PO Box 917
Caldwell, ID 83606
Facsimile: (208) 459-0288

**Re: Allen G. Nettleton vs. Canyon Outdoor Media, LLC
Ada County Case No. CV OC 1514630**

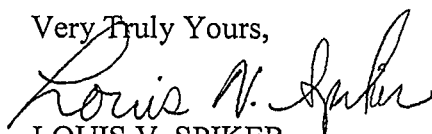
Dear Mr. Runsvold:

Has your client filed his 2015 tax returns? If he has, please supplement your discovery responses accordingly. If he has not, when does he expect to do so?

I am also concerned with your lack of production of copies of Mr. Nettleton's 2013 and 2014 tax returns. In his deposition, Mr. Nettleton testified that he had filed tax returns for 2013. He also testified that even though he was working through somethings with his accountant that he had filed a tax return for 2014. Even if he is intending to amend his 2014 return, my client is entitled to receive a copy of the return that was filed for 2014. At this time, your client has not produced a copy of his 2013 or 2014 tax returns. Even if your client does not have a copy of his 2013 tax returns, which I find unlikely, he can access transcripts of his 2013 tax return from the Internal Revenue Service's website. As your client has had additional time to locate a copy of his 2013 tax return, please provide a copy of it pursuant to Request for Production 9 or at a minimum a transcript of the return that was filed. With regard to your client's 2014 and 2015 tax returns, please provide a copy of the Verification of Non-filing letter from the Internal Revenue Service which can be obtained from the Internal Revenue Service's website. If your client does not produce the requested information by April 28, 2016, it will be necessary for me to file a motion to compel.

Please call my office at (208) 345-9100 if you have any questions or would like to discuss this matter further.

Very Truly Yours,



LOUIS V. SPIKER
Worst, Fitzgerald & Stover, PLLC

Richard J. "Tug" Worst
John O. Fitzgerald, II
Timothy J. Stover
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A.M. _____ P.M. *S*

MAY 13 2016

CHRISTOPHER D. RICH, Clerk
By TYLER ATKINSON
DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,

Plaintiff,

v.

CANYON OUTDOOR MEDIA, LLC an
Idaho limited liability company,

Defendant.

Case No. CV-OC-2015-14630

MOTION FOR ORDER TO
SHORTEN TIME FOR HEARING

COMES NOW the Defendant Canyon Outdoor Media, LLC ("Canyon Outdoor"), by and through their counsel of record, Worst, Fitzgerald & Stover, PLLC, and hereby moves this court for an Order shortening the required period for notice of hearing on the *Motion to Compel* and setting the hearing on the *Motion to Compel* for the afternoon of Thursday, May 25, 2016. This Motion is made on the grounds and for the reasons that it is necessary to address Canyon Outdoor's motion to compel as soon as possible due to the quickly approaching June 6, 2016 trial date and for the reason that a Pre-Trial Conference is currently scheduled for May 25, 2016.

DATED this 13th day of May, 2016.

WORST, FITZGERALD & STOVER, PLLC

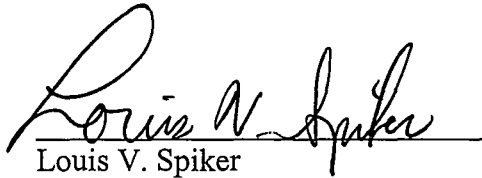
By: 
Louis V. Spiker

CERTIFICATE OF SERVICE

The undersigned certifies that on the 13th day of May, 2016, he caused a true and correct copy of the foregoing **MOTION FOR ORDER TO SHORTEN TIME FOR HEARING** to be served upon the following persons in the following manner:

James M. Runsvold
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave., Ste C
PO Box 917
Caldwell, ID 83606
Attorney for Plaintiff

() U.S. Mail, postage prepaid
() E-mail:
() Overnight Mail
☒ Facsimile: (208)-459-0288


Louis V. Spiker

MAY 18 2016

CHRISTOPHER D. RICH, Clerk
By STEPHANIE HARDY
DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALAN G. NETTLETON,
Plaintiff,

vs.

CANYON OUTDOOR MEDIA, LLC, an
Idaho limited liability company,
Defendant.

Case No. CV-OC-2015-14630

MEMORANDUM DECISION AND ORDER
RE: CROSS MOTIONS FOR SUMMARY
JUDGMENT

THIS MATTER comes before the Court on Defendant's Motion for Summary Judgment (filed February 29, 2016) and Plaintiff's Motion for Summary Judgment (filed March 9, 2016). A hearing was held on April 6, 2016, wherein the Court took the matter under advisement. For the reasons stated herein, Defendant's Motion for Summary Judgment is DENIED, and Plaintiff's Motion for Summary Judgment is GRANTED in part and DENIED in part.

S.H

UNDISPUTED FACTS

This is an employment dispute regarding a former employee's claim for unpaid commission from his former employer. Plaintiff Allen Nettleton ("Nettleton") was hired by Defendant Canyon Outdoor Media, LLC ("Canyon Outdoor Media") in the fall of 2013.¹ Canyon Outdoor Media is in the business of selling billboard advertising in southwestern Idaho.² Nettleton was hired by Canyon Outdoor Media as an independent contractor to sell billboard advertising.³

Nettleton was told when he was hired that he would have to pay his own taxes, because the company would not withhold any taxes from his paychecks.⁴ Nettleton received 1099s from the company for 2013 and 2014, and no taxes were withheld from his paycheck, until February 26, 2015, when Canyon Outdoor Media converted Nettleton to an employee.⁵ The 1099s list Nettleton's compensation for 2013 and 2014 as "Nonemployee compensation."⁶

Nettleton's job duties involved door-to-door sales and selling billboard real estate.⁷ Nettleton mostly worked out in the field, rather than in the office.⁸ He was responsible for setting his own hours and schedule.⁹ Canyon Outdoor Media did not direct Nettleton with regard to which customers he should contact.¹⁰ Nettleton was responsible for his own clientele list.¹¹ After

¹ Massood Decl. ¶ 6 (filed Feb. 29, 2016).

² *Id.* ¶ 4.

³ *Id.* ¶ 6.

⁴ Nettleton Aff. ¶ 8 (filed March 9, 2016).

⁵ *Id.* At the hearing held on April 6, 2015, Canyon Outdoor Media represented that it converted Nettleton to an employee on February 26, 2015.

⁶ Massood Decl. ¶ Ex. A.

⁷ Spiker Aff. Ex. A, Nettleton Dep. 12:12-15. (filed Feb. 29, 2016) (hereafter, "Nettleton Dep.").

⁸ *Id.* 13:3-9.

⁹ *Id.*

¹⁰ *Id.* 13:21-24.

Nettleton secured a new client, he would use forms and contracts that were provided by Canyon Outdoor Media to sign the new client.¹² After the client's billboard advertisement was put up, Nettleton would remain in contact with the client to make sure the client was happy and to address any concerns that came up.¹³ This work was referred to as "servicing the account."¹⁴ Nettleton utilized Canyon Outdoor Media's forms, computer, and phone, and received a gas mileage allowance from Canyon Outdoor Media.¹⁵

Nettleton's compensation included a base compensation and a commission component.¹⁶ The commission was determined on a monthly basis and was based on the revenues that Canyon Outdoor Media received during that month from new and renewal contracts that Nettleton was responsible for servicing.¹⁷ A "new contract" is either a contract with a new customer or contracts with an existing customer that results in additional revenues above the existing contract revenue amount.¹⁸ A "renewal contract" is the renewal of an existing contract that does not result in additional revenues above the existing contract revenue amount with that customer.¹⁹

Curtis Massood, the manager of Canyon Outdoor Media, testified that Nettleton was required to produce 24 months of new contracts each month and make 60 cold calls to prospective new customers each week in order to be entitled to receive the base compensation component.²⁰

¹¹ *Id.*

¹² *Id.* 15:16-20.

¹³ *Id.* 16:1-14.

¹⁴ *Id.* 16:

¹⁵ Nettleton Aff. ¶ 9.

¹⁶ Massood Decl. ¶ 12.

¹⁷ *Id.* ¶ 17.

¹⁸ *Id.* ¶ 16.

¹⁹ *Id.*

²⁰ Massood Decl. ¶ 13.

However, even when Nettleton failed to meet the requirement of 24 months of new contracts, Canyon Outdoor Media still continued to pay Nettleton his base compensation.²¹

On February 28, 2014, Nettleton and Canyon Outdoor Media entered into a written agreement regarding Nettleton's commission rates.²² This agreement was in effect from that date and up until when Nettleton resigned. This is the only written agreement regarding the terms of Nettleton's compensation. It is signed by both Massood and Nettleton and provides in its entirety as follows:

February 28, 2014

NEW COMMISSION RATES ARE AS FOLLOWS:

	PERCENTAGE OF RENEWALS
2 New Contracts x 12 months=24 months	5%
3 New Contracts x 12 months=36 months	7 ½ %
4 New Contracts x 12 months=48 months	10%

New Contracts will be paid at a Rate of 10% of the Monthly Revenue.²³

On February 26, 2015, Canyon Outdoor Media converted Nettleton from an independent contractor to an employee and began withholding taxes from Nettleton's paychecks.²⁴ Nettleton tendered his resignation on April 10, 2015.²⁵

²¹ *Id.*

²² *Id.* Ex. B.

²³ *Id.*

²⁴ *Id.* ¶ 9; see also hearing held on April 6, 2016.

²⁵ Massood Decl. ¶ 10.

Following his resignation, Canyon Outdoor Media did not pay Nettleton any commission from revenues received by Canyon Outdoor Media on the new and renewal contracts that Nettleton had obtained.²⁶ In addition, Canyon Outdoor Media did not pay Nettleton any base compensation following the date of his resignation.²⁷

The central disputed issue between the parties is whether Nettleton was entitled to the commission on his contracts after he stopped “servicing” them. Nettleton contends that during the course of his employment, his commission, on new and renewal contracts, was always paid to him when the customer paid. Canyon Outdoor Media contends that Nettleton was not entitled to a commission as soon as he stopped servicing the contracts.

On August 21, 2015, Nettleton filed this action against Canyon Outdoor Media, alleging (1) Wage Claim and (2) Breach of Contract. Nettleton contends he is owed \$13,950 in unpaid commission on new contracts that were procured by Nettleton prior to his resignation. Nettleton seeks treble damages, for a total of \$41,850.

On February 29, 2016, Canyon Outdoor Media filed a Motion for Summary Judgment, asserting that Nettleton was not entitled to any compensation following his resignation.²⁸ On March 9, 2016, Nettleton filed a Cross-Motion for Summary Judgment,²⁹ arguing that Nettleton is entitled to compensation because his employment contract provided for unconditional payment of his

²⁶ *Id.*

²⁷ *Id.*

²⁸ Canyon Outdoor Media also filed a Memorandum in Support of Motion for Summary Judgment and Declarations of Curtis Massood and Louis K. Spiker.

²⁹ Nettleton also filed a Memorandum in Support and Affidavit of Allen G. Nettleton, Susan A. Martin (filed March 14, 2016), and James M. Runsvold.

commissions when the customers paid, regardless of whether he was “servicing” the contracts. On March 23, 2016, Canyon Outdoor Media filed a Response to Plaintiff’s Motion for Summary Judgment along with a second Declaration of Curtis Massood. On March 30, 2016, Nettleton filed a Reply Memorandum in Support of his Motion for Summary Judgment. A hearing was held on April 6, 2016, wherein the parties presented argument and the Court took the matter under advisement.

LEGAL STANDARD

Summary judgment may be entered only “if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” IRCP 56(c). “When a court considers a motion for summary judgment in a case that would be tried to a jury, all facts are to be liberally construed, and all reasonable inferences must be drawn in favor of the party resisting the motion.” *Johnson v. McPhee*, 147 Idaho 455, 460, 210 P.3d 563, 568 (Ct. App. 2009). The rule is different however when, as here, a jury trial has not been requested. “In that event, because the court would be the fact-finder at trial, on a summary judgment motion the court is entitled to draw the most probable inferences from the undisputed evidence properly before it, and may grant the summary judgment despite the possibility of conflicting inferences.” *Id.*

The moving party bears the initial burden of proving the absence of a genuine issue of material fact, and then the burden shifts to the nonmoving party to come forward with sufficient evidence to create a genuine issue of material fact. *See Sanders v. Kuna Joint School Dist.*, 125 Idaho 872, 874, 876 P.2d 154, 156 (1994). When the nonmoving party bears the burden of proving an

element at trial, the moving party may establish a lack of genuine issue of material fact by establishing the lack of evidence supporting the element. *Dunnick v. Elder*, 126 Idaho 308, 311, 882 P.2d 475, 478 (Ct. App. 1994).

A party opposing a motion for summary judgment “may not rest upon the mere allegations or denials of that party’s pleadings, but the party’s response . . . must set forth specific facts showing that there is a genuine issue for trial.” I.R.C.P. 56(e). Such evidence may consist of affidavits or depositions, but “the Court will consider only that material . . . which is based upon personal knowledge and which would be admissible at trial.” *Harris v. State, Dep’t of Health & Welfare*, 123 Idaho 295, 298, 847 P.2d 1156, 1159 (1992). Moreover, “[a] mere scintilla of evidence or only slight doubt as to the facts is not sufficient to create a genuine issue for purposes of summary judgment.” *Stafford v. Weaver*, 136 Idaho 223, 225, 31 P.3d 245, 247 (2001) (citations omitted). If the evidence reveals no disputed issues of material fact, then only a question of law remains on which the court may then enter summary judgment as a matter of law. *Purdy v. Farmers Ins. Co. of Idaho*, 138 Idaho 443, 445, 65 P.3d 184, 186 (2003).

ANALYSIS

Canyon Outdoor Media contends that Nettleton was required to service the contracts he was responsible for in order to be entitled to compensation, and once an employee no longer works for Canyon Outdoor Media, he is not entitled to receive commission on new or renewal contracts that the employee was servicing. Canyon Outdoor Media asserts that Nettleton was required to produce at least 24 months of new contracts each month in order to be entitled to any commission on renewal contracts and Nettleton failed to meet the minimum requirement

necessary to be entitled to commission on renewal contracts. Finally, Canyon Outdoor Media argues that Idaho Code § 45-606 is inapplicable to Nettleton's claims.

Nettleton argues he is entitled to compensation because his employment contract provided for unconditional payment of his commissions when the customers paid, Nettleton was an employee even though he was characterized as an independent contractor, Nettleton is entitled to make a wage claim under Idaho Code § 45-601, Nettleton is entitled to 10% of all payments on new contracts procured by Nettleton and received by Canyon Outdoor Media after Nettleton's resignation, and Nettleton is entitled to treble damages under Idaho Code § 45-606.

1) Nettleton was an independent contractor from October 2013 until he was transitioned to an employee on February 26, 2015 to April 10, 2015.

Since a wage claim is only available to employees, the initial inquiry is whether Nettleton was an employee or an independent contractor. There is no dispute that Nettleton was an employee from at least February 26, 2015 to April 10, 2015.³⁰ When determining whether there exists an employee/employer relationship for the purpose of Idaho's wage claim statute, the actual indicia of such a relationship control over the labels applied by the parties. *State, ex rel. Dep't of Labor & Indus. Servs. v. Hill*, 118 Idaho 278, 284, 796 P.2d 155, 161 (Ct. App. 1990). As stated in *Hill*:

The general test of an employee/employer relationship is the right to control work. If the employer retains the right to control and to direct the activities of the employee in the details of work performed, and to determine the hours to be spent and the times to start and stop the work, the person performing work will be deemed an employee.

³⁰ Massood Decl. ¶¶ 9-10. Defendant represented that February 26, 2015, was when Nettleton was converted to an employee.

Id. The right to control test consists of four factors: (a) direct evidence of the right to control; (b) method of payment; (c) furnishing major items of equipment; and (d) the right to terminate the relationship at will. *Bettinger v. Idaho Auto Auction, Inc.*, 128 Idaho 327, 330, 912 P.2d 695, 698 (Ct. App. 1996). The Court should balance each of the elements present to determine the relative weight and importance of each since no single element is controlling. *Livingston v. Ireland Bank*, 128 Idaho 66, 69, 910 P.2d 738, 741 (1995). Whether a worker is an independent contractor or employee is a factual determination to be made on a case-by-case basis from full consideration of the facts and circumstances. *Stoica v. Pocol*, 136 Idaho 661, 663, 39 P.3d 601, 603 (2001).

The first factor to examine is whether there is direct evidence of the employer's right to control the time, manner, and method of the work. *Moore v. Moore*, 152 Idaho 245, 249, 269 P.3d 802, 806 (2011). Nettleton was responsible for setting his own schedule, seeking out new clients, and securing contracts with new clients. He worked primarily in the field and not in an office. Although in theory Nettleton was required to produce a certain amount of new contracts each month and make a certain amount of cold calls each week, Canyon Outdoor Media still continued to pay Nettleton even when he failed to meet those requirements. On balance, the Court finds that under the right to control test, Nettleton was an independent contractor.

The "method of payment" test generally refers to whether income and social security taxes are withheld from a person's wages. Withholding is customary in an employer-employee relationship. *Livingston*, 128 Idaho at 69, 910 P.2d at 741. Paying an hourly wage or a salary indicates an employer-employee relationship. *Bettinger*, 128 Idaho at 331, 912 P.2d at 699.

Taxes were not withheld from Nettleton's paychecks until February 26, 2015.³¹ Accordingly, under the method of payment test, Nettleton was an independent contractor.

If the worker, and not the company, provides the essential equipment to do the job, there is an indication of independent contractor status. *Bettinger*, 128 Idaho at 332, 912 P.2d at 700. Canyon Outdoor Media provided Nettleton with forms, a computer, a phone, and a gas mileage allowance. However, Nettleton used his own car while working for Canyon Outdoor Media. Most of Nettleton's work was out of the office and in the field. Thus, the most essential piece of equipment for Nettleton's job was his car. Under this test, the Court finds that the result is neutral.

The Supreme Court has noted that "[o]nly in cases where either party had the right to terminate the relationship at will and without liability has this Court held such evidence to be indicative of an employee-employer relationship." *Kiele v. Steve Henderson Logging*, 127 Idaho 681, 684, 905 P.2d 82, 85 (1995). "However, the Court has also recognized that although this factor may have been important to the analysis in the past, it is becoming less and less determinative of whether an employee/employer relationship exists." *Moore v. Moore*, 152 Idaho 245, 253-54, 269 P.3d 802, 810-11 (2011). "There is no fixed rule stating that an employment relationship is terminable at will, but an independent contractual relationship cannot be terminated unilaterally without a breach of contract. In either case, it depends upon the agreement of the parties and they can agree one way or the other." *J.R. Simplot Co. v. State Dep't of Employment*, 110 Idaho 762, 765, 718 P.2d 1200, 1203 (1986) (citation omitted). There is no evidence that Nettleton had a fixed term of employment with Canyon Outdoor Media. It appears that either party could

³¹ Massood Decl. ¶ 9; Nettleton Aff. ¶ 11; Hearing held on April 6, 2016.

terminate the relationship at any time. However, these facts alone do not weigh strongly in favor of an employee-employer relationship, as it could just as likely indicate an independent contractor relationship. Accordingly, the Court finds this factor to be neutral.

Balancing all of the above factors, the Court finds that Nettleton was an independent contractor from October 2013 to February 26, 2015. Canyon Outdoor Media did not control the manner or method of Nettleton's work. Nettleton was responsible for seeking out clients and was not directed on how to secure new clients. No taxes were withheld from Nettleton's paychecks, and Nettleton received 1099s listing his compensation as "nonemployee compensation." The majority of Nettleton's work was dictated by Nettleton himself. In addition, Nettleton himself provided the most essential piece of equipment for his job – his car. Accordingly, the Court finds that Nettleton was an independent contractor from October 2013 to February 25, 2015, and was an employee from February 26, 2015 to April 10, 2015.

2) Nettleton was entitled to commission from the new contracts he obtained prior to April 10, 2015.

Under the Wage Claim Act, codified as Idaho Code § 45-601, *et seq.*, employers must pay all wages due to their employees at least once during each calendar month or on regular paydays. I.C. § 45-608. The term "wage" is broadly defined under Idaho Code § 45-601(7) as "compensation for labor or services rendered by an employee, whether the amount is determined on a time, task, piece or commission basis." I.C. § 45-601(7); *Goff v. H.J.H. Co.*, 95 Idaho 837, 840, 521 P.2d 661, 664 (1974) (Unpaid commissions earned prior to termination are wages under

the Idaho Wage Claim Act.) Upon termination of employment, the employer must pay all wages then due on the next scheduled payday or within 10 days. I.C. § 45-606(1).

“The elements for a claim for breach of contract are: (a) the existence of the contract, (b) the breach of the contract, (c) the breach caused damages, and (d) the amount of those damages.”

Mosell Equities, LLC v. Berryhill & Co., 154 Idaho 269, 278, 297 P.3d 232, 241 (2013).

Canyon Outdoor Media argues that Nettleton is not entitled to unpaid commission, because Nettleton was required to service the contracts he was responsible for in order to be entitled to the commission. Canyon Outdoor Media points to the February 28, 2014 agreement as controlling on the issue as to the parties’ agreement regarding commission. Nettleton asserts that Canyon Outdoor Media has failed to set forth any evidence showing that servicing contracts was a requirement of receiving the commission on the contracts.

The parties dispute whether Nettleton was required to service the new contracts in order to receive a commission. The only guidance offered by the written agreement is that “**New Contracts** will be paid at a Rate of 10% of the Monthly Revenue.” Servicing contracts is not listed as a requirement to receiving commission. Canyon Outdoor Media defines “new contracts” as “1) a contract with a new customer to Canyon Outdoor Media or 2) contracts with an existing customer of Canyon Outdoor Media resulting in additional revenues above the existing contract revenue amount with that customer.”³²

³² Massood Decl. ¶ 16.

As a matter of basic contract law, to be enforceable, a contract requires mutual assent as to every material term. *Bremer, LLC v. E. Greenacres Irrigation Dist.*, 155 Idaho 736, 741, 316 P.3d 652, 657 (2013). Here, it is clear that there was a promise to pay new contracts at the rate of 10% of the “monthly revenue.” However, it is a question of fact as to whether the payment was dependent on Nettleton “servicing” the contract. Nettleton asserts that Canyon Outdoor Media’s “course of dealing” of paying Nettleton his commission as soon as the client paid is evidenced by the following example:

In November, 2014, I made a sale to Snake River Dental. The contract, Exhibit A hereto, was for 12 months of advertising but, unusually, the advertiser agreed to pay a lump sum in advance (in exchange for a 10% discount), which she did. The payment of \$5400 was received by Canyon Outdoor Media on December 8, 2014, according to Canyon Outdoor Media’s records, Exhibit C. My 10% commission on that sale was paid to me on my next paycheck, in December, 2014, as shown on my “paystub”, Exhibit D.

The way my commission was paid on the Snake River Dental contact [sic] proves that I was not required to “service” contracts as a condition for receiving my commissions. If I had been required to service the Snake River Dental contact [sic] over its 12 month life as a condition for receiving my commission on that contract, my commission would have been spread out over the 12 months instead of paid in a lump sum when the advertiser paid Canyon Outdoor Media.³³

When the court will be the fact-finder at trial, as it will be in this case, “it is permissible for the court on a summary judgment motion to draw the inferences that it deems most probable from the undisputed evidence and grant summary judgment despite the possibility of conflicting inferences.” *Johnson v. McPhee*, 147 Idaho 455, 469, 210 P.3d 563, 577 (Ct. App. 2009). Ordinarily, this might be a case where the issue as to whether the “servicing” requirement was a part of the contract between Nettleton and Canyon Outdoor Media would be a jury question. However, Canyon Outdoor Media has presented nothing more than Massood’s conclusory testimony that servicing the contract was a requirement for receiving compensation. Canyon

³³ Nettleton Aff. ¶¶ 6-7.

Outdoor Media has not presented any evidence showing that this requirement was specifically communicated to Nettleton. The Court finds it is more likely that it was not communicated to him. Moreover, Canyon Outdoor Media does not refute Nettleton's version of how he got paid on the Snake River Dental Contract, or Nettleton's assertion that the Snake River Dental Contract created a "course of dealing" between the parties. In light of such undisputed evidence, the reasonable inference to be drawn is that there was no "servicing" requirement in the contract between Canyon Outdoor Media and Nettleton.

Canyon Outdoor Media has not refuted the list of new contracts that Nettleton asserts he procured, nor has it refuted the amounts that Nettleton claims he is owed. Attached to Nettleton's Affidavit is an annotated list of new contracts that Nettleton procured.³⁴ The list compares what Nettleton has been paid on each contract and what each of the advertisers has contracted to pay. Nettleton asserts he is due \$13,950 on these new contracts. Accordingly, the Court finds that Nettleton is entitled to \$10,150 on his breach of contract claim for the unpaid commission on contracts he obtained as an independent contractor (i.e. all contracts procured before February 26, 2015). The Court also finds Nettleton is entitled to \$3,800³⁵ on his wage claim for those contracts procured as an employee from February 26, 2015 to April 10, 2015.

³⁴ Nettleton Aff. Ex. B.

³⁵ *Id.* #17 (\$1,680), #18 (\$260), #19 (\$600), #20 (\$540), #21 (\$720).

3) *Nettleton is entitled to treble damages.*

Nettleton claims he is entitled to treble damages under Idaho Code § 45-615. That section provides:

Any judgment rendered by a court of competent jurisdiction for the plaintiff in a suit filed pursuant to this section may include all costs and attorney's fees reasonably incurred in connection with the proceedings and the plaintiff shall be entitled to recover from the defendant either the unpaid wages plus the penalties provided for in section 45-607, Idaho Code; or damages in the amount of three (3) times the unpaid wages found due and owing, whichever is greater.

I.C. § 45-615(2).

Canyon Outdoor Media contends that treble damages should not apply in this case, because Idaho Code § 45-611(1) provides that no penalties should be assessed unless it is shown the disputed amount was withheld willfully, arbitrarily and without just cause. Idaho Code § 45-611(1) provides:

In case of a dispute as to the amount of wages due an employee, the employer shall pay, without condition and within the time set by this chapter, all wages, or parts thereof, conceded by the employer to be due, leaving to the employee all remedies the employee might otherwise be entitled to, including those provided under this chapter, as to any balance claimed. Whenever an employer pays all wages not in dispute within the time limits set forth in section 45-606, Idaho Code, no penalties may be assessed under this chapter, unless it can be shown that the remaining balance of wages due were withheld willfully, arbitrarily and without just cause.

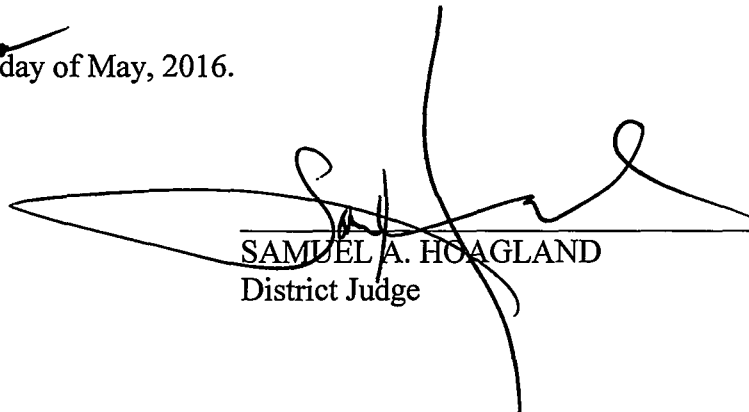
Barth v. Canyon County, 128 Idaho 707, 713, 918 P.2d 576, 582 (1996), specifically held that Idaho Code § 45-611 does not apply to treble damages, because a treble damage award is not a "penalty" within the meaning of Section 45-611. Accordingly, Nettleton is entitled to a treble damage award on his wage claim in the amount of \$11,400.

CONCLUSION

Nettleton was an employee of Canyon Outdoor Media from February 26, 2015 until April 10, 2015; however, he was an independent contractor prior to that time. Because this case is scheduled for a court trial where the Court will be the finder of fact, a different summary judgment standard is applied whereby the Court is free to draw the most probable inferences from the undisputed evidence and grant summary judgment despite the possibility of conflicting inferences. The undisputed facts lead to the most probable inference that there was no agreement between the parties that Nettleton had to "service" his contracts in order to get paid his commissions. Rather, the course of dealing between the parties shows that Nettleton was paid a commission when the customer paid Canyon Outdoor Media.

Nettleton is entitled to the undisputed amount of \$10,150 (as an independent contractor) and \$3,800 (as an employee) in unpaid commission on new contracts he procured prior to his resignation on April 10, 2015. Nettleton is further entitled to treble damages, under Idaho Code § 46-615, for the commission that was unpaid when he was an employee. Accordingly, Nettleton is entitled to a total amount of \$21,550. Thus, Canyon Outdoor Media's Motion for Summary Judgment is DENIED, and Nettleton's Motion for Summary Judgment is GRANTED in part and DENIED in part.

IT IS SO ORDERED this 17 day of May, 2016.



SAMUEL A. HOAGLAND
District Judge

CERTIFICATE OF MAILING

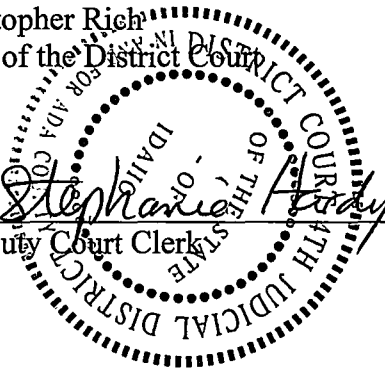
I hereby certify that on this 18 day of May, 2016, I mailed (served) a true and correct copy of the within instrument to:

Mr. James Runsvold, *Esq.*
Runsvold Law Office, PLLC
PO Box 917
Caldwell, ID 83606

Mr. Louis Spiker, *Esq.*
Worst, Fitzgerald & Stover, PLLC
PO Box 1544
Boise, ID 83701

Christopher Rich
Clerk of the District Court

By Stephanie Hody
Deputy Court Clerk



MAY 18 2016

CHRISTOPHER D. RICH, Clerk
By STEPHANIE HARDY
DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALAN G. NETTLETON,
Plaintiff,

vs.

CANYON OUTDOOR MEDIA, LLC, an
Idaho limited liability company,
Defendant.

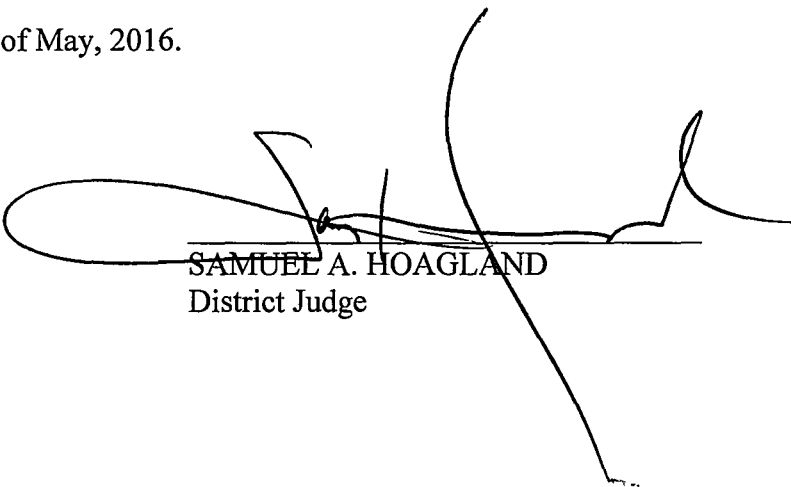
Case No. CV-OC-2015-14630

JUDGMENT

JUDGMENT IS ENTERED AS FOLLOWS:

Plaintiff Alan G. Nettleton shall have and recover a total amount of \$21,550.00 from Defendant Canyon Outdoor Media, LLC, plus interest at the lawful rate from the date hereof until paid in full. All upcoming hearings on pending Motions are hereby VACATED.

IT IS SO ORDERED this 17th day of May, 2016.



SAMUEL A. HOAGLAND
District Judge

S.H

CERTIFICATE OF MAILING

I hereby certify that on this 18 day of May, 2016, I mailed (served) a true and correct copy of the within instrument to:

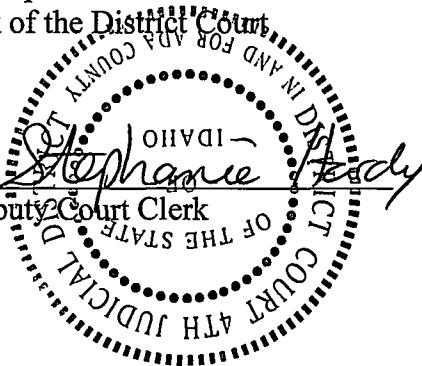
Mr. James Runsvold, *Esq.*
Runsvold Law Office, PLLC
PO Box 917
Caldwell, ID 83606

Mr. Louis Spiker, *Esq.*
Worst, Fitzgerald & Stover, PLLC
PO Box 1544
Boise, ID 83701

Christopher Rich
Clerk of the District Court

By

Stephanie Steady
Deputy Court Clerk



Handland-Steph
5/19/16 10:52a

JEFFREY M. WILSON, ISB No. 1615
LOUIS V. SPIKER, ISB No. 8281
WORST, FITZGERALD & STOVER, PLLC
3858 N. Garden Center Way, Ste. 200
Boise, ID 83703
P.O. Box 1544
Boise, ID 83701
Telephone: 208-345-9100
Facsimile: 208-384-0442
Attorney for Defendant

NO _____
A.M. _____
FILED _____
P.M. _____
4:30

MAY 18 2016

CHRISTOPHER D. RICH, Clerk
By SANTIAGO BARRIOS
DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT

IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,

Plaintiff,

v.

CANYON OUTDOOR MEDIA, LLC an
Idaho limited liability company,

Defendant.

CASE No.: CV OC 1514630

**DEFENDANT'S PRE-TRIAL
MEMORANDUM**

COMES NOW the Defendant, Canyon Outdoor Media, LLC ("Canyon Outdoor"), by and through its attorneys of record, WORST, FITZGERALD & STOVER, PLLC, and submits this Pretrial Memorandum pursuant to this Court's *Order Setting Trial, Pre-trial Conference, and Scheduling Deadlines* as follows:

a. Elements of Plaintiff's case

Canyon Outdoor has not raised any affirmative counterclaims in this matter. However, Canyon Outdoor has raised as an affirmative defense that it is entitled to offset the amount of Plaintiff Allen G. Nettleton's ("Nettleton") damages, if any, by the amounts owed by Nettleton to Canyon Outdoor, which is addressed below.

b. Defenses of Defendant's case

Count I of Plaintiff's Complaint, Wage Claim

Wages under the Idaho Wage Claims Act ("IWCA"), Idaho Code Section 45-601, et seq., must be a component of the compensation bargained for in the agreement of employment. *Huber v. Lightforce USA, Inc.*, No. 41887, 2016 WL 824853, at *8 (Idaho Mar. 2, 2016). The analysis found below of whether a contract existed between Canyon Outdoor and Nettleton that would have required payment of commissions on "new" contracts after Nettleton's resignation is also applicable to whether the entitlement to commissions after resignation was a component of compensation bargained for in the agreement of employment. *Gray v. Tri-Way Const. Servs., Inc.*, 147 Idaho 378, 385, 210 P.3d 63, 70 (2009) ("Lack of an enforceable contract precluded former employee's statutory wage claim").

In this situation, Nettleton is seeking a 10% commission for payments by Canyon Outdoor on "new" contracts procured by Nettleton that were received after his resignation from Canyon Outdoor. Amended Complaint ¶¶ 4-11¹. However, Nettleton will not be able to meet his burden of demonstrating the existence of an agreement pursuant to which he was entitled to commissions following his resignation. Nettleton admits that payment of commissions following separation was not part of the agreement reached when he began providing services for Canyon Outdoor. Deposition of Allen G. Nettleton Tr., p. 37, ll. 10-14. Rather the source of Nettleton's "belief", as the he was entitled to commissions after separation was a purported conversation with Curtis Massood ("Massood") regarding another one of Canyon Outdoor's former salesmen, Emile Lemoine ("Lemoine"). Deposition of Allen G. Nettleton Tr., p.36, ll. 20-25 - p. 37, ll. 10-14. While Massood had a conversation with Nettleton following Lemoine's resignation from Canyon Outdoor, that conversation was focused on Nettleton's desire to take over Lemoine's

¹ At the hearing on the parties' motions for summary judgment, the Nettleton conceded that he is not entitled to commissions on "renewal" contracts after his resignation.

territory and contracts and did not include a discussion of whether Lemoine was entitled to commissions after he resigned. Declaration of Curtis Massood at ¶2.

In addition, Nettleton seeks treble damages pursuant to Idaho Code Section 45-615 Amended Complaint at ¶11. However, prior to late February of 2015 Nettleton provided services to Canyon Outdoor as an independent contractor and even if he was entitled to commissions following his resignation, would not be entitled to treble damages for unpaid commission on contracts be procured before becoming an employee of Canyon Outdoor. *Ostrander v. Farm Bureau Mut. Ins. Co. of Idaho*, 123 Idaho 650, 655, 851 P.2d 946, 951 (1993) (“By using the term “employee”, the legislature indicated that the provisions of Chapter 6 should apply only to employees, not independent contractors.”). Whether Nettleton was an employee or an independent contractor depends on whether Canyon Outdoor assumed the right to control the time, manner and method of executing the work of the employee, as distinguished from the right merely to require certain definite results in conformity with their agreement. (*Burdick v. Thornton*, 712 P.2d 570, 572 (1985)). Four factors are used in determining whether a “right to control” exists, including, (1) direct evidence of the right; (2) the method of payment; (3) furnishing major items of equipment; and (4) the right to terminate the employment relationship at will and without liability. *Id.* In this situation, prior to late February of 2015, Canyon Outdoor did not exercise the required control over how Nettleton performed services for Canyon Outdoor for Nettleton to be considered an employee.

Count II of Plaintiff's Complaint, Breach of Contract

“The elements for a claim for breach of contract are: (a) the existence of the contract, (b) the breach of the contract, (c) the breach caused damages, and (d) the amount of those damages.” *Mosell Equities, LLC v. Berryhill & Co.*, 154 Idaho 269, 278, 297 P.3d 232, 241 (2013)

...

The existence of a contract is a genuine issue of material fact. “As to contract disputes at summary judgment, ‘[w]hen the existence of a contract is in issue, and the evidence is conflicting or admits of more than one inference, it is for the jury to decide whether a contract in fact exists.’ ” *Nix v. Elmore Cnty.*, 158 Idaho 310, 314, 346 P.3d 1045, 1049 (2015) (alteration in original) (quoting *Johnson v. Allied Stores Corp.*, 106 Idaho 363, 368, 679 P.2d 640, 645 (1984)). “ ‘Formation of a valid contract requires that there be a meeting of the minds as evidenced by a manifestation of mutual intent to contract.’ Whether a contract has been formed ‘is generally a question of fact for the trier of fact to resolve.’ ” *Bettwieser v. N.Y. Irrigation Dist.*, 154 Idaho 317, 323, 297 P.3d 1134, 1140 (2013) (quoting *Thomas v. Thomas*, 150 Idaho 636, 645, 249 P.3d 829, 838 (2011)).

Safaris Unlimited, LLC v. Von Jones, 158 Idaho 846, 850-851, 353 P.3d 1080, 1084-1085 (2015). “The burden of proof for showing the existence of a contract and breach is on the plaintiff.” *O’Connor v. Harger Const., Inc.*, 145 Idaho 904, 910, 188 P.3d 846, 852 (2008) (internal citations omitted). Here Nettleton will be unable to meet his burden of demonstrating the existence of a contract requiring the payment of commissions after his resignation.

An enforceable contract requires a meeting of the minds. *Barry v. Pac. W. Const., Inc.*, 140 Idaho 827, 831-32, 103 P.3d 440, 444-45 (2004)(internal citations omitted). This “meeting of the minds” is required on all material terms of the contract. *Id.* Moreover, this “meeting of the minds” must be evidenced by a manifestation of intent to contract taking the form of an offer and acceptance. *Id.* The payment of commissions following separation is certainly a material term of Nettleton’s contract of employment. Here it is clear that payment of commissions following separation was not offered or promised to Nettleton when he began working for Canyon Outdoor. Deposition of Allen G. Nettleton Tr., p. 37, ll. 10-14. As stated above, Nettleton may have had an internal belief that he was entitled to commission after his resignation, but there was never a meeting of the minds between Nettleton and Canyon Outdoor that Nettleton was actually entitled to commission following his resignation.

Affirmative Defense of Offset

In this situation, Nettleton's damages, if any, should be offset by the amounts he was over paid by Canyon Outdoor and for the funds previously paid to Nettleton as a result of Nettleton receiving commissions from contracts that he did not obtain or renew and as a result of Nettleton intentionally misclassifying renewal contracts as new contracts, including an additional \$315.00 Nettleton received but was not entitled to from Contract #6 on Plaintiff's Exhibit B. Nettleton was overpaid \$1,032.37 for the period from May 26, 2014 to June 25, 2014 because he claimed commission as result of claiming that a contract with Mile High Power Sports was applicable to the May 26, 2014 to June 25, 2014 period even though the contract was returned by Mile High Power Sports until June 30, 2014. Nettleton was also overpaid \$363.75 for the period from September 26, 2014 to October 25, 2014 as a result of being credited for procuring 34 months of new contracts even though he actually only obtained 22 months of new contracts. With regard to Contracts 14, 15, and 16 to Plaintiff's Exhibit B, these contracts were "renewal" contracts rather than "new" contracts and Nettleton was not entitled to receive a 10% commission prior to his resignation. In addition, Canyon Outdoor should be offset by expenses incurred by Canyon Outdoor to service the contracts for which Nettleton is claiming that he is entitled to commissions following his resignation.

c. Stipulated Facts

The parties are preparing a stipulation regarding the payments received by Canyon Outdoor after Nettleton's resignation on "new" contracts procured by Nettleton. In addition, Nettleton conceded that he is not entitled to commission on "renewal" contracts after his resignation.

d. Contested Facts

Contested facts include the following:

1. Whether the agreement between Nettleton and Canyon Outdoor provided for the payment of commissions after his resignation.
2. Whether the agreement between Nettleton and Canyon Outdoor required Nettleton to service contracts in order to be entitled to commissions from those contracts.
3. Whether Nettleton was an independent contractor prior to late February of 2015.
4. Whether Nettleton was overpaid by Canyon Outdoor prior to his resignation.
5. Whether Canyon Outdoors is entitled to additional offsets against Nettleton's damages, if any.
6. Whether contracts 14 and 15 were "new" or "renewal" contracts.

e. Contested issues of law

Based on the arguments presented at the hearing on the parties' motions for summary judgment, it appears that who has the burden of demonstrating the existence of contract which provides for payment of commissions after resignation may be at issue. However it is clear from Idaho case law that the Plaintiff has the burden of demonstrating the existence of the contract the Plaintiff is seeking to enforce. The burden of proof for showing the existence of a contract and breach is on the plaintiff. *O'Connor v. Harger Const., Inc.*, 145 Idaho 904, 910, 188 P.3d 846, 852 (2008) (internal citations omitted).

f. Evidentiary Issues

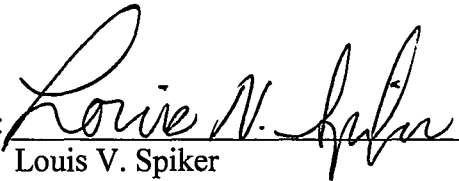
The production of Nettleton's tax returns is the subject of a pending motion to compel.

g. Points and Authorities of Law

Canyon Outdoors' *Memorandum in Support of Motion for Summary Judgment* and the *Response to Motion to Summary Judgment* are incorporated into the Defendant's Pre-Trial Memorandum.

DATED this 18th day of May, 2016.

WORST, FITZGERALD & STOVER, PLLC

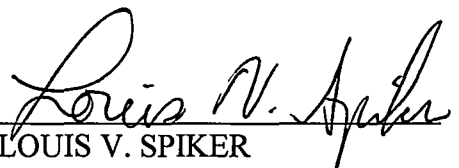
By: 
Louis V. Spiker
Attorneys for Defendant

CERTIFICATE OF SERVICE

The undersigned certifies that on the 18th day of March, 2016, he caused a true and correct copy of the foregoing **DEFENDANT'S PRE-TRIAL MEMORANDUM** to be served upon the following persons in the following manner:

James M. Runsvold
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave., Ste C
PO Box 917
Caldwell, ID 83606
Attorney for Plaintiff

() U.S. Mail, postage prepaid
() E-mail:
() Overnight Mail
☒ Facsimile: 208-459-0288


LOUIS V. SPIKER
Attorney for Defendant

MAY 20 2016

CHRISTOPHER D. RICH, Clerk
By TYLER ATKINSON
DEPUTY

JAMES M. RUNSVOLD ISB #2975
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave. Ste. C
Post Office Box 917
Caldwell, Idaho 83606
(208) 459-2610
Fax (208) 459-0288

Attorney for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA


ALLEN G. NETTLETON,	)	Case No. CV-OC-2015-14630
)	
Plaintiff,	)	RESPONSE TO DEFENDANT'S
	)	MOTION TO COMPEL
vs.	)	DISCOVERY
)	
CANYON OUTDOOR MEDIA, LLC,)	
an Idaho limited liability company,)	
)	
Defendant.)	

COMES NOW Plaintiff Allen G. Nettleton by and through his attorney of record James M. Runsvold and OBJECTS to Defendant's Motion to Compel Plaintiff to produce his 2013, 2014, and 2015 tax returns on the grounds and for the reasons as follows:

1. Plaintiff has not completed or filed tax returns for any of those years, so they do not exist and of course he does not have them.
2. Plaintiff has or will soon serve his supplemental discovery response confirming the foregoing.
3. Plaintiff's tax returns are irrelevant to any issue in this case and not reasonably calculated to lead to admissible evidence.

For the reasons stated, Defendant's motion should be DENIED.

DATED this 18 day of MAY, 2016.


James M. Runsvold

CERTIFICATE OF SERVICE

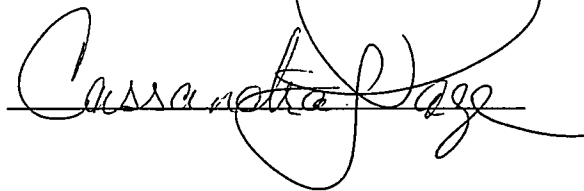
I, the undersigned, hereby certify that on the 18th day of May, 2016, a true and correct copy of the foregoing document was sent to the following by the method indicated:

Louis V. Spiker
WORST, FITZGERALD & STOVER, PLLC
3858 North Garden Center Way, Suite 200
P.O. Box 1544
Boise ID 83703
Attorney for Defendant

☐ Hand Delivered
☐ Regular Mail
☐ Certified Mail-Receipt # _____
☒ Fax # 208-384-0442

Hon. Samuel A. Hoagland
Ada County Courthouse
200 W. Front Street
Boise ID 83702

☐ Hand Delivered
☐ Regular Mail
☐ Certified Mail-Receipt # _____
☐ Fax # _____
☒ Email: shardy@adaweb.net


Cassandra Page

RECEIVED

MAY 20 2016

ADA COUNTY CLERK

JAMES M. RUNSVOLD ISB #2975
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave. Ste. C
Post Office Box 917
Caldwell, Idaho 83606
(208) 459-2610
Fax (208) 459-0288

Attorney for Plaintiff

NO. _____ FILED /
A.M. _____ P.M. _____

MAY 20 2016

CHRISTOPHER D. RICH, Clerk
By TYLER ATKINSON
DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

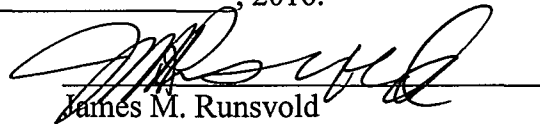
ALLEN G. NETTLETON,	)	Case No. CV-OC-2015-14630
)	
Plaintiff,	)	PLAINTIFF'S LIST OF
	)	TRIAL EXHIBITS
vs.)	
)	
CANYON OUTDOOR MEDIA, LLC,)	
an Idaho limited liability company,)	
)	
<u>Defendant.</u>)	

COMES NOW Plaintiff Allen G. Nettleton by and through his attorney of record James M. Runsvold and provides his list of expected trial exhibits as follows:

1. Aaron Tribble letter, 9/10/15 (DEF 000629)
2. Defendant's ledgers for "New" Contracts #1 through #23 (latest revision; some "Comments" redacted) (DEF 00523 through DEF 000539).
3. Allen's business card.
4. Allen's Earning Statement (paystub), 4/15/15.
5. Allen's Earning Statement (paystub), 3/20/15
6. Allen's 2015 W-2 from COM.
7. Allen's W-4, 3/15/2015.
8. "Exhibit B (annotated)(Revised 5/12/16)".
9. Contracts as listed in "Exhibit B (annotated)(Revised 5/12/16)".
10. COM "Inventory Reports", Jan. 2014 – Oct. 2015; March 4, 2015.
11. Allen's resignation letter to COM, April 9, 2015.
12. Allen's 2015 Form 1099-MISC from COM.

13. Allen's 2014 Form 1099-MISC from COM (DEF 000428)
14. Allen's 2013 Form 1099-MISC from COM (DEF 000427).
15. Snake River Dental contract, 11/24/14.
16. COM payments received ledger for Allen, period ending 12/24/14, with adding machine tape and "Monthly Revenue Detail".
17. Allen's Biweekly Time Sheets, 9/25/13 through 3/31/15 (DEF various)
18. COM's commission rates, 2/28/14 (DEF 00429).
19. COM's discovery responses.
20. COM e-mails, 2/23/15 and 2/24/15 re: "Uncollectable Contracts".
21. Exhibit B, New Contracts (part of Plaintiff's discovery requests served 9/28/15).
22. COM's "Client's Payments Received", 1/26/15 – 2/25/15, re: Allen Nettleton.
23. Any document or thing listed as an exhibit or offered into evidence by Defendant, or produced hereafter by Defendant.
24. Any other document or thing for impeachment purposes.

DATED this 18 day of MAY, 2016.

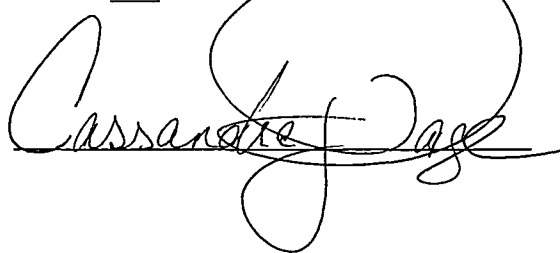

James M. Runsvold

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the 18 day of MAY, 2016, a true and correct copy of the foregoing document was sent to the following by the method indicated:

Louis V. Spiker
WORST, FITZGERALD & STOVER, PLLC
3858 North Garden Center Way, Suite 200
P.O. Box 1544
Boise ID 83703
Attorney for Defendant

☐ Hand Delivered
☐ Regular Mail
☐ Certified Mail-Receipt # _____
☒ Fax # 208-384-0442



MAY 20 2016

CHRISTOPHER D. RICH, Clerk
By TYLER ATKINSON
DEPUTY

JAMES M. RUNSVOLD ISB #2975
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave. Ste. C
Post Office Box 917
Caldwell, Idaho 83606
(208) 459-2610
Fax (208) 459-0288

Attorney for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,	)	Case No. CV-OC-2015-14630
)	
Plaintiff,	)	PLAINTIFF'S TRIAL
	)	WITNESSES
vs.)	
)	
CANYON OUTDOOR MEDIA, LLC,)	
an Idaho limited liability company,)	
)	
<u>Defendant.</u>)	

COMES NOW Plaintiff Allen G. Nettleton by and through his attorney of record James M. Runsvold and provides his list of witnesses for trial, as follows:

1. Allen Nettleton-Allen is expected to testify about his sales of advertising contracts, status as an employee, compensation package, commissions due him, and related matters.
2. Susan Martin, Defendant's former office manager-Susan is expected to testify about Allen's compensation package, payment of commissions, processing of company receipts, management of the company office, and related matters.
3. Emile Lemoine, Defendant's former outside salesman-Emile is expected to testify about company policy, practices and procedures regarding payment of commissions, and related matters.
4. Plaintiff reserves the right to call any other witness for impeachment purposes.

DATED this 18 day of MAY, 2016.


James M. Runsvold

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the 18th day of May, 2016, a true and correct copy of the foregoing document was sent to the following by the method indicated:

Louis V. Spiker
WORST, FITZGERALD & STOVER, PLLC
3858 North Garden Center Way, Suite 200
P.O. Box 1544
Boise ID 83703
Attorney for Defendant

☐ Hand Delivered
☐ Regular Mail
☐ Certified Mail-Receipt #
☒ Fax # 208-384-0442

Cassandra Page

NO. _____ FILED _____
A.M. _____ P.M. _____

MAY 20 2016

CHRISTOPHER D. RICH, Clerk
By TYLER ATKINSON
DEPUTY

JAMES M. RUNSVOLD ISB #2975
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave. Ste. C
Post Office Box 917
Caldwell, Idaho 83606
(208) 459-2610
Fax (208) 459-0288

Attorney for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,	)	Case No. CV-OC-2015-14630
)	
Plaintiff,	)	NOTICE OF SERVICE OF
	)	DISCOVERY DOCUMENTS
vs.)	
)	
CANYON OUTDOOR MEDIA, LLC,)	
an Idaho limited liability company,)	
)	
Defendant.)	

COMES NOW Plaintiff Allen G. Nettleton by and through his attorney of record James M. Runsvold and serves notice of service of the following documents by the method indicated below, addressed as shown below, on the 18th day of May 2016:

PLAINTIFF'S SUPPLEMENTAL RESPONSE TO DEFENDANT'S DISCOVERY REQUESTS

Louis V. Spiker
WORST, FITZGERALD & STOVER, PLLC
3858 North Garden Center Way, Suite 200
P.O. Box 1544
Boise ID 83703
Attorney for Defendant

☐ Hand Delivered
☐ Regular Mail
☒ Certified Mail-Receipt # _____
☒ Fax # 208-384-0442

DATED this 18th day of May 2016.

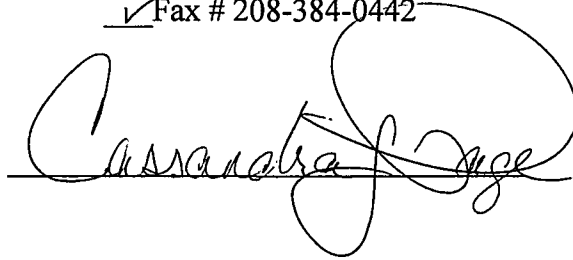

James M. Runsvold

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the 8th day of May, 2016, a true and correct copy of the foregoing document was sent to the following by the method indicated:

Louis V. Spiker
WORST, FITZGERALD & STOVER, PLLC
3858 North Garden Center Way, Suite 200
P.O. Box 1544
Boise ID 83703
Attorney for Defendant

☐ Hand Delivered
☐ Regular Mail
☐ Certified Mail-Receipt # _____
☒ Fax # 208-384-0442

A handwritten signature in cursive script, appearing to read "Camarata", is written over a horizontal line.

MAY 23 2016

CHRISTOPHER D. RICH, Clerk
By STEPHANIE HARDY
DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,
Plaintiff,

vs.

CANYON OUTDOOR MEDIA, LLC, an
Idaho limited liability company,
Defendant.

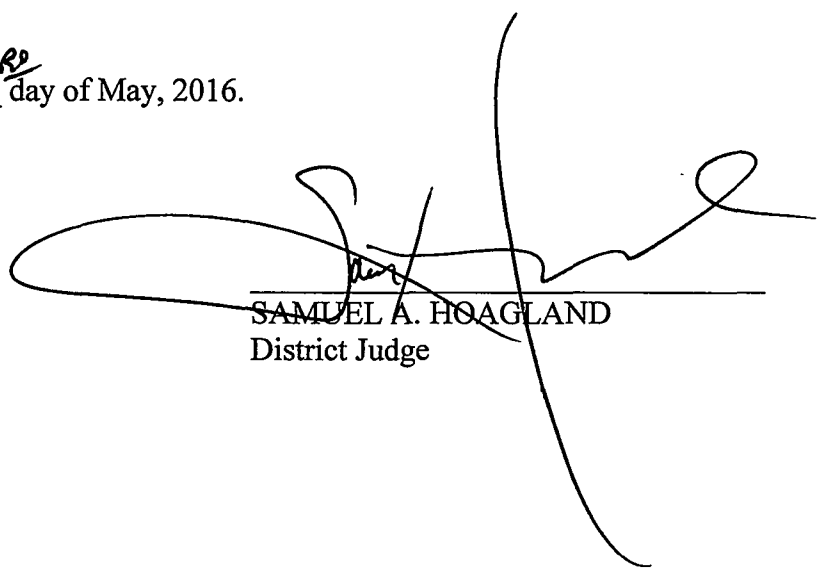
Case No. CV-OC-2015-14630

AMENDED JUDGMENT

JUDGMENT IS ENTERED AS FOLLOWS:

Plaintiff Allen G. Nettleton shall have and recover a total amount of \$21,550.00 from Defendant Canyon Outdoor Media, LLC, plus interest at the lawful rate from the date hereof until paid in full. All upcoming hearings on pending Motions are hereby VACATED.

IT IS SO ORDERED this 23RD day of May, 2016.



SAMUEL A. HOAGLAND
District Judge

S.A.

CERTIFICATE OF MAILING

I hereby certify that on this 23rd day of May, 2016, I mailed (served) a true and correct copy of the within instrument to:

Mr. James Runsvold, *Esq.*
Runsvold Law Office, PLLC
PO Box 917
Caldwell, ID 83606

Mr. Louis Spiker, *Esq.*
Worst, Fitzgerald & Stover, PLLC
PO Box 1544
Boise, ID 83701

Christopher Rich
Clerk of the District Court

By Stephane Hardy
Deputy Court Clerk



Hoagland
Staphanix
5/24/16 2A

NO. _____ 45
A.M. _____ FILED P.M. _____

MAY 23 2016

CHRISTOPHER D. RICH, Clerk
By ALESIA BUTTS
DEPUTY

JAMES M. RUNSVOLD ISB #2975
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave. Ste. C
Post Office Box 917
Caldwell, Idaho 83606
(208) 459-2610
Fax (208) 459-0288

Attorney for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

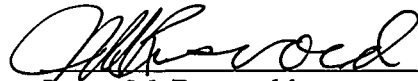
ALLEN G. NETTLETON,	)	Case No. CV-OC-2015-14630
)	
Plaintiff,	)	VERIFIED MEMORANDUM
	)	OF COSTS AND FEES
vs.)	
)	
CANYON OUTDOOR MEDIA, LLC,)	
an Idaho limited liability company,)	
)	
Defendant.)	

COMES NOW James M. Runsvold, attorney of record for Plaintiff Allen G. Nettleton, and on behalf of Plaintiff, submits his memorandum of costs and fees herein as follows:

1. Costs As Of Right: \$698.80
 - a. Filing fee - \$221.00
 - b. 8/27/15 Service fee (CapEd-subpoena) - \$67.00
 - c. 10/22/15 Service fee (Summons and Complaint) - \$55.00
 - d. 2/10/16 Service fee (The Payroll Co. -subpoena) - \$55.00
 - e. 2/10/16 Service fee (State Ins. Fund - subpoena) - \$55.00
 - f. 5/10/16 Service fee (Emile Lemoine - subpoena) - \$55.00
 - g. 3/10/16 Copy of Susan Martin's deposition transcript - \$190.80
2. Discretionary Costs: None claimed.
3. Attorney's Fees: \$22,646.25 See Exhibit A itemization.

The attorney's fees and costs claimed herein are reasonable in amount and are computed as shown in Exhibit A hereto (hourly rate x hours of attorney time expended x adjustment factor). To the best knowledge and belief of the undersigned, the cost items are correct and the costs are claimed in compliance with IRCP Rule 54(d).

DATED this 23 day of MAY, 2016.

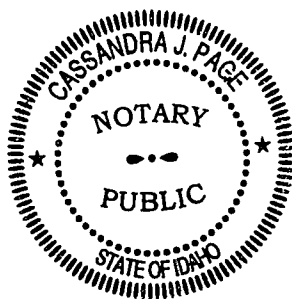

James M. Runsvold

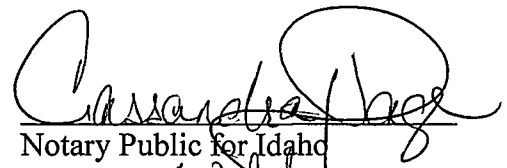
VERIFICATION

STATE OF IDAHO)
)ss
County of Canyon)

I, Cassandra J. Page, a notary public, do hereby certify that on this 23rd day of May, 2016, personally appeared before me James M. Runsvold, who, being by me first duly sworn, stated that he signed the foregoing document and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.




Notary Public for Idaho
Residing in Wilder
My commission expires 2/2/19

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the 23rd day of May, 2016, a true and correct copy of the foregoing document was sent to the following by the method indicated:

Louis V. Spiker
WORST, FITZGERALD & STOVER, PLLC
3858 North Garden Center Way, Suite 200
P.O. Box 1544
Boise ID 83703
Attorney for Defendant

☐ Hand Delivered
☐ Regular Mail
☐ Certified Mail-Receipt # _____
☒ Fax # 208-384-0442

Hon. Samuel A. Hoagland
Ada County Courthouse
200 W. Front Street
Boise, Idaho 83702

☐ Hand Delivered
☐ Regular Mail
☐ Certified Mail-Receipt # _____
☐ Fax # _____
☒ Email-shardy@adaweb.net

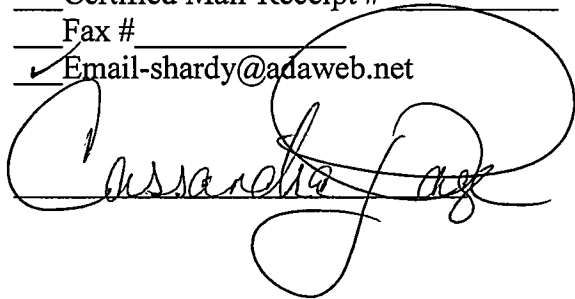


Exhibit A

7/13/2015	Office consult re: Contract Collection	0.7
7/15/2015	PC Allen; finalize demand letter	0.5
7/27/2015	PC Curtis Massood	0.3
7/28/2015	PC client; letters to/from Curtis	0.5
7/29/2015	Legal research	1.0
7/30/2015	PC (Curtis' attorney) Bill Mauk	0.3
8/3/2015	Mtg w/client	0.5
8/4/2015	Legal research; draft summons and complaint; letter to Bill Mauk	3.0
8/5/2015	Revise Complaint	0.5
8/6/2015	PC client (x2); finalizing Complaint; PC Bill Mauk	1.0
8/7/2015	PC Mauk; PC Allen (x2)	0.9
8/10/2015	PC client; ltr to counsel	0.4
8/19/2015	PC client; draft subpoena for advertisers' payment records	0.4
8/20/2015	Finalize subpoena and 7-day notice; arrange service of process; mtg w/client	1.0
8/27/2015	Arranging statutory mail service; arranging service of subpoena on Cap Ed	0.5
9/10/2015	Draft amended complaint; PC counsel; draft acceptance of service and letter to counsel; PC client	n/c
9/11/2015	Review records from Cap Ed; memo to client	0.8
9/16/2015	Drafting discovery requests; PC client	2.0
9/17/2015	Draft discovery requests, draft Exhibits A and B to discovery	1.5
9/17/2015	Drafting discovery requests (in progress)	0.8
9/18/2015	E-mail to client; refine discovery requests; mtg with client	1.5
9/21/2015	Finalize discovery responses; Notice of service	0.5
9/21/2015	Finalizing discovery requests	0.3
9/28/2015	PC client; review ANSWER; finalize and add-to discovery requests; PC WVMC; draft Rule 45 notice and subpoena for WVMC records	1.0
10/1/2015	PC WVMC Rep re: subpoena	0.2
10/7/2015	PC Counsel; review offer of judgment and proposed stip; fax to counsel, arranging service of subpoenas on other advertisers and ADP payroll company	1.0
10/8/2015	Prepare 17 Rule 45(b)(2) notices; prepare 17 subpoenas for Production of documents and 17 exhibits; search Secretary of state business entities (17)	6.5
10/8/2015	Prep of subpoenas and notices of intent to serve	0.8
10/9/2015	Prepare Rule 45 Notices, subpoenas, and exhibits (5); business entity searches	2.5
10/9/2015	Prep of notices and subpoenas	0.5
10/13/2015	PC counsel; notices of subpoenas (cont'd)	0.5
10/13/2015	Rule 45 Notices, subpoenas, and exhibits (6); search Secretary of State business entities	3.0
10/14/2015	Draft objection to motion to shorten time and for protective order; mtg w/client	6.0
10/15/2015	Draft records requests to state; hearing prep	0.5

Exhibit A

10/16/2015	Prep for and attend hrg in Boise	2.5
10/20/2015	PC client; PC ADP's attorney	0.4
10/22/2015	Rule 45 Notice; Subpoena and Exhibit for the Payroll Co.	0.3
10/22/2015	Prepare proposed protective order; PC client; PC counsel (VMM); letter to Spiker; PC ADP and review letter	1.5
10/27/2015	Prep scheduling stip; fax to counsel	0.4
11/2/2015	Briefly review discovery responses; faxes from/to counsel; letter to judge with proposed Protective Order	0.8
11/3/2015	Review proposed order; fax to counsel	0.3
11/4/2015	Prints made off of Defendant's discovery disc	0.2
11/6/2015	Reviewing and organizing docs from other side	1.0
11/12/2015	Brief mtg w/client	0.3
11/12/2015	Mtg w/client reviewing documents rec'd from other side	0.5
11/13/2015	PC client; review their discovery responses and documents; listen to audio recording of Allen-Curt phone call	1.0
11/16/2015	Organizing discovery documents from the other side	1.0
11/23/2015	Supplemental discovery request; letter to counsel	0.5
11/24/2015	Supplemental discovery request; notice of service	0.8
12/11/2015	Review discovery requests; memo to Allen	0.4
12/22/2015	PC counsel (x2); PC client; scheduling depos	0.5
12/28/2015	Investigation; research; mtg w/client re: discovery responses	2.5
1/4/2016	Drafting 3 subpoena and notices (State Fund, Labor, and Tax Commission); drafting letter to counsel re: discovery deficiencies (in progress)	1.0
1/8/2016	Mtg w/client; serve responses to Requests for Admissions Review amended notices of depos; PC client; draft settle- ment offer	0.5
1/12/2016	Prep for deposition; prepare request to Idaho State Tax Commission; PC Lisa at Tax Commission	0.8
1/13/2016	PC client; review settlement offer; legal research	0.8
1/14/2016	Depositions in Boise (Susan and Allen)	7.0
1/15/2016	Drafting requests for admissions (in progress)	2.0
1/20/2016	PC Allen: finalizing supplemental RFA's and Interrogatories and Requests for Production	1.0
1/21/2016	Legal research; preparing supplemental discovery requests (in progress)	0.5
1/22/2016	Finalizing answers to interrogatories	2.0
1/27/2016	Analyzing payment records	1.0
1/28/2016	Figuring out commission due on each contract (in progress)	3.0
1/29/2016	Finalize analysis of contracts and amount owed	1.0
2/1/2016	Mtg w/client	0.5
2/2/2016	Case management; arrange for service on State Ins. Fund; PC process server	0.5
2/5/2016	Drafting responses to Requests for Production (in progress)	2.0

Exhibit A

2/8/2016	PC counsel	0.3
2/9/2016	Brief mtg with Allen	0.1
2/10/2016	Finalizing responses to production of documents; draft supplemental discovery response	1.5
2/12/2016	Notice of Service of Discovery	0.3
2/17/2016	Draft settlement letter	0.6
2/22/2016	Review discovery responses	0.5
3/1/2016	Cursory review of Masood's summary judgment papers; legal research	1.0
3/2/2016	Response to summary judgment (in progress); legal research	1.0
3/3/2016	Drafting summary judgment (in progress)	2.0
3/4/2016	Summary judgment papers (in progress), case management	2.0
3/7/2016	Summary judgment papers (in progress)	3.0
3/8/2016	Mtg w/client; subpoena for Susan Martin and arrange service	
	Drafting summary judgment (in progress); legal research	3.0
3/9/2016	Finalize our summary judgment papers; file papers with court	3.0
3/10/2016	Draft supplemental discovery response; draft Susan Martin affidavit; mtg w/Susan	2.0
3/11/2016	Finalize and execute discovery responses	0.3
3/14/2016	E-mail to client	0.3
3/18/2016	Letter to counsel re: discovery responses; check with court clerk re: scheduling	0.4
3/21/2016	Attempting to contact Emile	0.3
3/23/2016	PC Spiker; review docs from Spiker; case management	0.7
3/24/2016	Preparing reply memorandum re: summary judgment; legal research	2.0
3/25/2016	PC Emile; draft Declaration for Emile; legal research at law library; draft summary judgment papers (in progress)	4.0
3/19/2016	Drafting reply brief for summary judgment	3.0
3/30/2016	Finalizing summary judgment reply memo	1.0
4/1/2016	Supplemental discovery response (re: Emile Lemoine); Notice of Service; ltr to Spiker	0.8
4/5/2016	Prep for hrg on summary judgment motions	0.8
4/6/2016	Appear for argument on summary judgment motions; prep for oral argument	4.0
4/7/2016	Supplemental memo re: summary judgment	0.5
4/13/2016	PC Allen (x2); ltr to Impact Radio; Objection and Motion to quash subpoena; motion and order to shorten time	1.5
4/25/2016	Appear on motion hearing	0.5
4/26/2016	Ltr to Impact Radio	0.3
4/27/2016	Prep subpoena for Emile; plan for trial	0.5
4/29/2016	Review proposed order; letter to counsel; draft objection to M.T.C. and Motion to Compel	1.5
5/11/2016	PC counsel re: meeting to mark exhibits, trial prep	1.3
5/12/2016	Prep for and attend mandatory pre-trial attorney conference;	

Exhibit A

	PC client (VMM)	1.5
5/13/2016	Draft stipulation (in progress)	0.8
5/16/2016	Mtg w/client; draft Pretrial stipulation of undisputed facts; trial prep; ltr to counsel	2.5
5/17/2016	Draft supplemental discovery response	0.5
5/18/2016	Drafting exhibit and witness lists; meetings with client; draft objection to motion to compel discovery; trial prep	3.0
5/19/2016	Review status on Repository; PC client (VMM); PC Emile	0.5
5/20/2016	Prepare memorandum of costs and fees	1.0
Total Attorney fees		134.2

Total Attorney fees @ \$225 per hour \$30,195.00

IRCP Rule 54(e)(3) Adjustment factor: x 75%

Adjusted fee amount: \$22,646.25

JUN 01 2016

CHRISTOPHER D. RICH, Clerk
By TYLER ATKINSON
DEPUTY

JEFFREY M. WILSON, ISB No. 1615
LOUIS V. SPIKER, ISB No. 8281
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3858 N. Garden Center Way, Ste. 200
Boise, ID 83703
P.O. Box 1544
Boise, ID 83701
Telephone: 208-345-9100
Facsimile: 208-384-0442
Attorney for Defendant

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,)	
	)	CASE No.: CV OC 1514630
Plaintiff,)	
v.	)	DECLARATION OF CURTIS
	)	MASSOOD IN SUPPORT OF MOTION
CANYON OUTDOOR MEDIA, LLC an	)	FOR RECONSIDERATION
Idaho limited liability company,)	
)	
Defendant.)	
_____)	

I, Curtis Massood, hereby declare and state the following:

1. I am a Manager of Canyon Outdoor Media, LLC, ("Canyon Outdoor Media") the above-named defendant and I make this declaration based upon my own personal knowledge, information and belief.
2. In my capacity as Manager of Canyon Outdoor Media, I have personal knowledge of Canyon Outdoor Media's business records and have personal knowledge of the manner in which Canyon Outdoor Media keeps and maintains its business records.
3. Canyon Outdoor Media's records of the acts or events relating to the Plaintiff and Canyon Outdoor Media's business activities, including but not limited to records regarding the

terms of the Plaintiff's compensation, records relating to contracts between Canyon Outdoor Media and its customers, and records relating to payments made to the Plaintiff and other who provided services to Canyon Outdoor Media were created in the course of Canyon Outdoor Media's regularly conducted business activities at or near the time of the act or event by, or from information transmitted by, a person with knowledge of the act or event and it was and is Canyon Outdoor Media's regular practice to create and retain that information.

4. Attached as Exhibit A are true and correct copies of payment received worksheets used to calculate the commissions paid to Allen Nettleton and related documents for the March 2014 to March 2015 commission periods. These worksheets contain an accurate record of the payments received by Canyon Outdoor Media from its customers during the respective time periods. In addition, Canyon Outdoor Media paid Allen Nettleton the amounts stated as commission owing to Allen Nettleton on these worksheets.

5. After further review of Exhibit B (Annotated) attached to the Affidavit of Allen G. Nettleton, which was filed with the Court on March 9, 2016, it is apparent that the information relating to Canyon Outdoor Media's contract with Idaho Bourbon Distillers, Contract #4, incorrectly lists the potential full value of the contract rather than the amount actually received by Canyon Outdoor Media from Idaho Bourbon Distillers. As of the date of this declaration, Canyon Outdoor Media has only received a payment of \$2,500.00 from Idaho Bourbon Distillers for the advertising services provided by Canyon Outdoor Media, not the \$10,800.00 listed on the first page of Exhibit B (Annotated) attached to the Affidavit of Allen G. Nettleton. Attached as Exhibit B, is a true and correct copy of the April 30, 2016 Statement for Idaho Bourbon Distillers' account with Canyon Outdoor Media that contains an accurate payment history.

6. After further review of Exhibit B (Annotated) attached to the Affidavit of Allen G. Nettleton, which was filed with the Court on March 9, 2016, it is apparent that the information relating to Canyon Outdoor Media's contracts with Middle Creek Dental, Contracts #9 and #10, incorrectly lists the potential full value of the contract and incorrectly state that Canyon Outdoor Media received \$7,200.00 after Allen Nettleton's resignation. However, these contracts were paid in full prior to Allen Nettleton's resignation and Allen Nettleton was paid commission on all amounts received by Canyon Outdoor. Attached as Exhibit C, are true and correct copies of the checks Canyon Outdoor Media received from Middle Creek Dental and the contracts with Middle Creek Dental.

7. After further review of Exhibit B (Annotated) attached to the Affidavit of Allen G. Nettleton, which was filed with the Court on March 9, 2016, it is apparent that the information relating to Canyon Outdoor Media's contract with TVR Heating & Cooling, Contract #12, incorrectly states that Canyon Outdoor Media received \$11,700.00 after Allen Nettleton's resignation for which Allen Nettleton was not paid commission. However, Canyon Outdoor Media only received \$5,200.00 from TVR Heating & Cooling after Allen Nettleton's resignation. Even though TVR Heating & Cooling was invoiced for the last month of the contract, September of 2015, TVR Heating & Cooling has refused to pay the outstanding balance of \$1,300.00. TVR Heating & Cooling asserts that Allen Nettleton promised them that the billboard they rented would be lit, when in fact it was not and has refused to pay on that basis. In addition, Allen Nettleton was paid commission on Check #30951 received from TVR Heating & Cooling when he resigned. Attached as Exhibit D, are true and correct copies of the checks Canyon Outdoor Media received from TVR Heating & Cooling and the contract with TVR Heating & Cooling.

8. After further review of Exhibit B (Annotated) attached to the Affidavit of Allen G. Nettleton, which was filed with the Court on March 9, 2016, it is apparent that the information relating to Canyon Outdoor Media's contract with the City of Caldwell, Contract #14, incorrectly states that the contract with the City of Caldwell was a "new" contract. The City of Caldwell, through its agent Kelly Amos, contracted to advertise on Sign 31RHR between May 1, 2014 and July 31, 2014. On January 28, 2015, the City of Caldwell, through its agent Kelly Amos, again contracted to advertise on the same sign, Sign 31RHR, between April 15, 2015 and June 14, 2015. In addition, the information relating to Canyon Outdoor Media's contract with the City of Caldwell, Contract #14, incorrectly states that Canyon Outdoor Media received \$3,900.00 from the City of Caldwell after Allen Nettleton's resignation. However, Canyon Outdoor Media's contract with the City of Caldwell in 2015 was only for 2 months and Canyon Outdoor Media only received \$2,600.00 from the City of Caldwell's agent. Attached as Exhibit E, are true and correct copies of the checks Canyon Outdoor Media received from Kelly Amos, the agent for the City of Caldwell, the March 14, 2014 contract with the City of Caldwell and the January 28, 2015 contract with the City of Caldwell. It should be noted that Check #5175 and Check #5210 from Kelly Amos are applicable to Canyon Outdoor Media's contracts with the City of Caldwell and the City of Meridian and that Kelly Amos is the agent for both the City of Caldwell and the City of Meridian.

9. After further review of Exhibit B (Annotated) attached to the Affidavit of Allen G. Nettleton, which was filed with the Court on March 9, 2016, it is apparent that the information relating to Canyon Outdoor Media's contract with the City of Meridian, Contract #16, incorrectly states that the contract with the City of Meridian was a "new" contract. The City of Meridian, through its agent Kelly Amos, contracted to advertise on Sign 25LHR between May

1, 2014 and August 31, 2014. On January 28, 2015, the City of Meridian, through its agent Kelly Amos, again contracted to advertise on the same sign, Sign 25LHR, between April 14, 2015 and July 13, 2015. Attached as Exhibit F, are true and correct copies of the checks Canyon Outdoor Media received from Kelly Amos, the agent for the City of Meridian, the March 14, 2014 contract with the City of Caldwell and the January 28, 2015 contract with the City of Meridian. It should be noted that Check #5175 and Check #5210 from Kelly Amos are applicable to Canyon Outdoor Media's contracts with the City of Caldwell and the City of Meridian and that Kelly Amos is the agent for both the City of Caldwell and the City of Meridian.

10. After further review of Exhibit B (Annotated) attached to the Affidavit of Allen G. Nettleton, which was filed with the Court on March 9, 2016, it is apparent that the information relating to Canyon Outdoor Media's contract with Aaron Tribble Law, Contract #17, incorrectly lists the potential full value of the contract rather than the amount actually received by Canyon Outdoor Media from Aaron Tribble Law. As of the date of this declaration, Canyon Outdoor Media has only received payment of \$8,400.00 from Aaron Tribble Law for the advertising services provided by Canyon Outdoor Media, not the \$168,000.00 listed on the fourth page of Exhibit B (Annotated) attached to the Affidavit of Allen G. Nettleton. As of the date of this declaration, the outstanding balance on Aaron Tribble Law's account with Canyon Outdoor Media is \$3,500.00 Attached as Exhibit G, are true and correct copies of the April 30, 2016 Statement for Aaron Tribble Law's account with Canyon Outdoor Media that contains an accurate payment history a September 10, 2015 letter from Aaron Tribble, Check #1025 and Check #1037 from Aaron Tribble Law, and the contract with Aaron Tribble Law.

11. After further review of Exhibit B (Annotated) attached to the Affidavit of Allen G. Nettleton, which was filed with the Court on March 9, 2016, it is apparent that the

information relating to Canyon Outdoor Media's contract with Idaho Wrecker Sales, Contract #19, incorrectly states that Canyon Outdoor Media received \$6,000.00 after Allen Nettleton's resignation for which Allen Nettleton was not paid commission. This was a six month contract and Canyon Outdoor Media received \$6,000.00 from Idaho Wrecker Sales, however Allen Nettleton was paid commission on Check #30396, dated March 9, 2015, when he resigned. Attached as Exhibit H, are a true and correct copies of Check #30296 that Canyon Outdoor Media received from Idaho Wrecker Sales and the contract with Idaho Wrecker Sales.

12. Following Allen Nettleton's resignation, Susan Martin and I serviced the contracts that Allen Nettleton was responsible for, until a replacement salesperson could be brought on and trained. An additional staff member, Tina Grant, was hired on a part-time basis to allow Susan Martin additional time to service those contracts. The only reason Tina Grant was hired was to allow Susan Martin time to service the contracts that Allen Nettleton had been responsible for servicing. Susan Martin was paid an additional \$1,400.00 in 2015 that would not have been paid to her had she not serviced the contracts that Allen Nettleton was responsible for servicing. Tina Grant would not have been hired if Susan Martin would not have been required to service the contracts that Allen Nettleton was responsible for servicing. Attached as Exhibit I are true and correct copies of the Taxable Wages Reports for 01/01/15 to 12/21/15 and 01/01/16 to 05/05/16 for Tina Grant. Attached as Exhibit J is a true and correct copy of the Employee Detail Earnings Report for Susan Martin for 01/01/15 to 12/31/15. These reports are an accurate itemization of the amounts paid Tina Grant and Susan Martin by Canyon Outdoor Media during the respective time periods.

13. Attached as Exhibit K is a true and correct copy of an email that was sent to

Allen Nettleton on February 24, 2015 which set forth a change to how uncollectable contracts were addressed effective February 24, 2015.

14. Canyon Outdoor Media's contract with Idaho Bourbon Distillers, Contract #4 on Exhibit B (Annotated) attached to the Affidavit of Allen G. Nettleton, Canyon Outdoor Media's contract with TVR Heating & Cooling, Contract #12 on Exhibit B (Annotated) attached to the Affidavit of Allen G. Nettleton, and Canyon Outdoor Media's contract with Aaron Tribble Law, Contract #17 on Exhibit B (Annotated) attached to the Affidavit of Allen G. Nettleton, have each gone more than 180 days uncollected despite attempts by Canyon Outdoor to collect from these customers. The last payment by Idaho Bourbon Distillers was made on December 29, 2015. The last payment by TVR Heating & Cooling was made on July 30, 2015. The last payment by Aaron Tribble Law was made on September 10, 2015. Canyon Outdoor previously paid Allen Nettleton \$780.00 in commission on the TVR Heating & Cooling contract.

15. In 2014 and 2015, Allen Nettleton claimed that a contract with Bank of the Cascades for Sign 07LHR, Contract #6 on Exhibit B (Annotated) attached to the Affidavit of Allen G. Nettleton, was a "new" contract rather than a "renewal" contract. Between January 1, 2014 and March 31, 2014, Home Federal Bank contracted to advertise on Sign 07LHR. On April 2, 2014, Bank of the Cascades contracted to advertise on Sign 07LHR from April 1, 2014 to March 31, 2015. Bank of the Cascades was the successor in interest of Home Federal Bank as the result of Bank of the Cascades merging with Home Federal Bank and the two contracts were with the same entity. Attached as Exhibit L are true and correct copies of the January 1, 2014 to March 31, 2014 and April 1, 2014 to March 31, 2015 contracts. Attached as Exhibit M is a true and correct copy of the Statement of Merger of Home Federal Bank and Bank of the Cascades. As a result of claiming the Bank of the Cascades contract as a "new" contract, Allen Nettleton

was overpaid \$845.00 as follows:

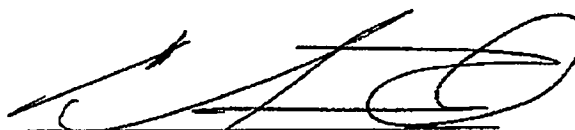
- Between 3/26/14 and 4/25/14, Allen Nettleton was only entitled to 5% commission on \$9,700.00 of renewal payments rather than 7.5%, resulting in a \$215.00 overpayment.
- Between 4/26/14 and 5/25/14, Allen Nettleton was not entitled to a 10% commission on the \$1,400.00 Bank of the Cascades payment, resulting in a \$140.00 overpayment.
- Between 7/25/14 and 8/25/14, Allen Nettleton was not entitled to a 10% commission on the \$700.00 Bank of the Cascades payment, resulting in a \$70.00 overpayment.
- Between 8/26/14 and 9/25/14, Allen Nettleton was not entitled to a 10% commission on the \$700.00 Bank of the Cascades payment, resulting in a \$70.00 overpayment.
- Between 9/26/14 and 10/23/14, Allen Nettleton was not entitled to a 10% commission on the \$1,400.00 of Bank of the Cascades payments, resulting in a \$140.00 overpayment.
- Between 11/27/14 and 12/24/14, Allen Nettleton was not entitled to a 10% commission on the \$1,400.00 Bank of the Cascades payment, resulting in a \$140.00 overpayment.
- Between 12/26/14 and 1/25/15, Allen Nettleton was not entitled to a 10% commission on the \$700.00 Bank of the Cascades payment, resulting in a \$70.00 overpayment.

16. Between September 26, 2014 and October 25, 2014, Allen Nettleton claimed that he had obtained 24 or more months of “new” contracts and claimed \$363.75 in renewal commission was owed. However, Allen Nettleton only obtained 16 months of new contracts during that time period and as a result was overpaid \$363.75. Attached as Exhibit N are true and correct copies of the contracts Allen Nettleton obtained with Delta Dental and Maximus Federal Services between September 26, 2014 and October 25, 2014. The contracts with Middle Creek are attached as Exhibit C.

17. Allen Nettleton claimed that he obtained a contract with Mile High Power Sports during the May 26, 2014 to June 25, 2014 period and as a result claimed that he was entitled to \$1,032.37 in renewal commissions. However, Canyon Outdoor Media did not receive the signed

contract from Mile High Power Sports until June 30, 2014 and the contract should have been applied as a new contract to the June 28, 2014 to July 24, 2014 period. The contract with Mile High Power Sports was not actually obtained until June 30, 2014 and Allen Nettleton was not entitled to receive \$1,032.37 in renewal commission. Attached as Exhibit O are true and correct copies of a June 30, 2014 email from Sam Worley of Mile High Power Sports, pages 7 and 8 of Canyon Outdoor Media's July 16, 2014 CenturyLink bill, Canyon Outdoor Media's fax log for June 30, 2014, a fax cover sheet, and a copy of the contract between Canyon Outdoor Media and Mile High Power Sports.

I declare under penalty of perjury pursuant to the law of the State of Idaho that the foregoing is true and correct.



Curtis Massood
Date 5-31-16

CERTIFICATE OF SERVICE

The undersigned certifies that on the 15th day of June, 2016, he caused a true and correct copy of the foregoing **DECLARATION OF CURTIS MASSOOD IN SUPPORT OF MOTION FOR RECONSIDERATION** to be served upon the following persons in the following manner:

James M. Runsvold
RUNSVOLD LAW OFFICE, PLLC
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Attorney for Plaintiff

☒ U.S. Mail, postage prepaid
☐ E-mail:
☐ Overnight Mail
☒ Facsimile: 208-459-0288



LOUIS V. SPIKER
Attorney for Defendant

EXHIBIT A

Existing Clients Payment Received

For Period:

02/26/2014 thru 03/25/2014

Allen Nettleton

Payments Received:

Checks Received on Renewal C Renewal Contracts @ 5% Commission w/ 2 New Contract				
Name	Check #	Amount	Commission	Notes
1 Dental Care West	CC Pymt	\$ 800.00	\$ 40.00	
2 Little Caesars	41831	\$ 800.00	\$ 40.00	
3 Dental Care West	CC Pymt	\$ 800.00	\$ 40.00	
4		\$ -	\$ -	
5		\$ -	\$ -	
6		\$ -	\$ -	
7		\$ -	\$ -	
8		\$ -	\$ -	
9		\$ -	\$ -	
10		\$ -	\$ -	
Checks Received on Renewal Contracts @ 7 1/2% Commission w/ 3 New Contract				
11		\$ -	\$ -	
12		\$ -	\$ -	
13		\$ -	\$ -	
14		\$ -	\$ -	
15		\$ -	\$ -	
16		\$ -	\$ -	
17		\$ -	\$ -	
18		\$ -	\$ -	
19		\$ -	\$ -	
20		\$ -	\$ -	
Checks Received on Renewal Contracts @ 10% Commission w/ 4 New Contract				
21		\$ -	\$ -	
22		\$ -	\$ -	
23		\$ -	\$ -	
24		\$ -	\$ -	
25		\$ -	\$ -	
26		\$ -	\$ -	
27		\$ -	\$ -	
28		\$ -	\$ -	
29		\$ -	\$ -	
30		\$ -	\$ -	
31		\$ -	\$ -	
32		\$ -	\$ -	
		\$ 2,400.00	\$ 120.00	
1		\$ -	\$ -	
2		\$ -	\$ -	
3		\$ -	\$ -	
		\$ -	\$ -	

Total Renewal Commission \$ 2,400.00 \$ 120.00

New Clients Payment Received

For Period:

02/26/2014 thru 03/25/2014

Allen Nettleton

Payments Received:

Checks: NEW Contract Payments @ 10% Commission				
Name	Check #	Amount	Commission	New Contracts
1 St Alphonsus	11579	\$ 1,200.00	\$ 120.00	1) Earthworks - 1 Yr @ \$500 Mth - Sign 19RHR
2 The Yard Sale Place	1576	\$ 700.00	\$ 70.00	2) Earthworks - 1 Yr @ \$500 Mth - Sign 20RHR
3 Earthworks	1001	\$ 500.00	\$ 50.00	3) City of Meridian - 4 Mnths @ \$1,500 - Sign 25LHR
4 Earthworks	1003	\$ 500.00	\$ 50.00	4) City of Caldwell - 3 Mnths @ \$1,300 - Sign 31RHR
5 Artic Circle	25387	\$ 700.00	\$ 70.00	
6 Rocky Mnt GYN	60173	\$ 1,125.00	\$ 112.50	
7 Custom Smiles	2060	\$ 700.00	\$ 70.00	
8 The Cottages	15448	\$ 500.00	\$ 50.00	
9		\$ -	\$ -	
10		\$ -	\$ -	
11		\$ -	\$ -	
12		\$ -	\$ -	
13		\$ -	\$ -	
14		\$ -	\$ -	
15		\$ -	\$ -	
16		\$ -	\$ -	
17		\$ -	\$ -	
18		\$ -	\$ -	
19		\$ -	\$ -	
20		\$ -	\$ -	
21		\$ -	\$ -	
22		\$ -	\$ -	
23		\$ -	\$ -	
24		\$ -	\$ -	
25		\$ -	\$ -	
26		\$ -	\$ -	
27		\$ -	\$ -	
28		\$ -	\$ -	
29		\$ -	\$ -	
30		\$ -	\$ -	
31		\$ -	\$ -	
32		\$ -	\$ -	
		\$ 5,925.00	\$ 592.50	
1		\$ -	\$ -	
2		\$ -	\$ -	
3		\$ -	\$ -	
		\$ -	\$ -	

Total New Contract Commissions (10%) \$ 5,925.00 \$ 592.50

Total Renewal Commission \$ 2,400.00 \$ 120.00

Wages Due This Period: \$ 1,000.00

Total Commission for thru 03.25.14: \$ 712.50

Total payment due on the 5th: \$ 1,712.50

DEF000405
000248

Biweekly Time Sheet

Allen Nettleton

54 Joseph Drive
Nampa, ID 83651
Ph: 208.401.5150

03.25.14

To: Canyon Outdoor Media, LLC

Day						
Tuesday	3/11/2014					
Wednesday	3/12/2014					
Thursday	3/13/2014					
Friday	3/14/2014					
Monday	3/17/2014					
Tuesday	3/18/2014					
Wednesday	3/19/2014					
Thursday	3/20/2014					
Friday	3/21/2014					
Monday	3/24/2014					
Tuesday	3/25/2014					

Total 800.00

Car allowance \$ 200.00

Commissions thru 03.25.15 \$ 712.50

\$ 1,712.50

Signature

TOTAL DUE \$ 1,712.50

*Paid 3/25/14
CR# 3585
\$1,712.50*

Existing Clients Payment Received

For Period:
03/26/2014 thru 04/25/2014
Allen Nettleton

Payments Received:

Checks Received on Renewal C Renewal Contracts @ 5% Commission w/ 2 New Contract				
Name	Check #	Amount	Commission	Notes
1 St Alphonsus	11579	\$ 1,100.00	\$ 55.00	
2		\$ -	\$ -	
3		\$ -	\$ -	
4		\$ -	\$ -	
5		\$ -	\$ -	
6		\$ -	\$ -	
7		\$ -	\$ -	
8		\$ -	\$ -	
9		\$ -	\$ -	
10		\$ -	\$ -	
11		\$ -	\$ -	
Checks Received on Renewal Contracts @ 7 1/2% Commission w/ 3 New Contract				
12 Cactus Petes	170632	\$ 900.00	\$ 67.50	
13 Cactus Petes	170632	\$ 900.00	\$ 67.50	
14 Cactus Petes	170632	\$ 900.00	\$ 67.50	
15 Little Ceasars	41859	\$ 800.00	\$ 60.00	
16 Buffalo Wild Wings	3257	\$ 900.00	\$ 67.50	
17 Dental Care West	CC Pymt	\$ 800.00	\$ 60.00	
18 St Alphonsus	11614	\$ 1,100.00	\$ 82.50	
19 Cactus Petes	171347	\$ 900.00	\$ 67.50	
20 Dinius Law	4837	\$ 800.00	\$ 45.00	
21 Little Ceasars	41952	\$ 800.00	\$ 60.00	
22		\$ -	\$ -	
Checks Received on Renewal Contracts @ 10% Commission w/ 4 New Contract				
23		\$ -	\$ -	
24		\$ -	\$ -	
25		\$ -	\$ -	
26		\$ -	\$ -	
27		\$ -	\$ -	
28		\$ -	\$ -	
29		\$ -	\$ -	
30		\$ -	\$ -	
31		\$ -	\$ -	
32		\$ -	\$ -	
		\$ 9,700.00	\$ 700.00	

Total Renewal Commission \$ 9,700.00 \$ 700.00

New Clients Payment Received

For Period:
03/26/2014 thru 04/25/2014
Allen Nettleton

Payments Received:

Checks: NEW Contract Payments @ 10% Commission				
Name	Check #	Amount	Commission	Notes
1 College of Western Id	20398	\$ 1,275.00	\$ 127.50	1) Bank of Cascades - 1Yr @ \$700
2 The Yard Sale Place	1597	\$ 700.00	\$ 70.00	2) Great Floors - 1 Yr @ \$1,250.00 - Sign 31RHR
3 Artic Circle	25420	\$ 700.00	\$ 70.00	3) Treasure Val CC - 6 Mths @ \$900.00 - Sign 16LHR
4 Rocky Mnt GYN	60227	\$ 1,500.00	\$ 150.00	4) Treasure Val CC - 3 Mths @ \$1,000.00 - Sign 17RHR
5 Vogue Furnishings	1062	\$ 1,000.00	\$ 100.00	5) Sleep Apnea - 3 Mths @ \$1,000.00
6 Impact Radio - Digital	13871	\$ 1,000.00	\$ 100.00	6) Joel Horton - 1 Mnth @ \$1,000.00 - Sign 14LHR
7 Impact Radio - Digital	13871	\$ 1,000.00	\$ 100.00	7) Joel Horton - 1 Mnth @ \$900.00 - Sign 09RHR
8 The Cottages	15629	\$ 500.00	\$ 50.00	
9 Sleep Apnea	10018	\$ 1,000.00	\$ 100.00	
10		\$ -	\$ -	
11		\$ -	\$ -	
12		\$ -	\$ -	
13		\$ -	\$ -	
14		\$ -	\$ -	
15		\$ -	\$ -	
16		\$ -	\$ -	
17		\$ -	\$ -	
18		\$ -	\$ -	
19		\$ -	\$ -	1) Great Floors - 1Yr @ \$2,700 Mth - 01, 03 & 18
20		\$ -	\$ -	2) Great Floors - 1Yr @ \$1,250 Mth - 31 - Digital
21		\$ -	\$ -	
22		\$ -	\$ -	
23		\$ -	\$ -	
24		\$ -	\$ -	
25		\$ -	\$ -	
26		\$ -	\$ -	
27		\$ -	\$ -	
28		\$ -	\$ -	
29		\$ -	\$ -	
30		\$ -	\$ -	
31		\$ -	\$ -	
32		\$ -	\$ -	
		\$ 8,675.00	\$ 867.50	

Total New Contract Commissions (10%) \$ 5,925.00 \$ 867.50

Total Renewal Commission \$ 9,700.00 \$ 700.00

Wages Due This Period: \$ 1,000.00

Total Commission for thru 04.25.14: \$ 1,567.50

Total payment due on the 5th: \$ 2,567.50

DEF000408
000250

Biweekly Time Sheet

Allen Nettleton

54 Joseph Drive
Nampa, ID 83651
Ph: 208.401.5150

04.25.14

To: Canyon Outdoor Media, LLC

Day					
Friday	4/11/2014				
Monday	4/14/2014				
Tuesday	4/15/2014				
Wednesday	4/16/2014				
Thursday	4/17/2014				
Friday	4/18/2014				
Monday	4/21/2014				
Tuesday	4/22/2014				
Wednesday	4/23/2014				
Thursday	4/24/2014				
Friday	4/25/2014				

Total 800.00

Car allowance \$ 200.00

Commissions thru 04/25/14 \$ 1,567.50

\$ 2,567.50

Signature

TOTAL DUE \$ 2,567.50

*Paid 4/29/15
ce# 3894
\$ 2,567.50*

DEF000407

000251

Existing Clients Payment Received

For Period:
04/28/2014 thru 05/25/2014
Allen Nettleton

Payments Received:

Checks Received on Renewal C Renewal Contracts @ 5% Commission w/ 2 New Contract				
Name	Check #	Amount	Commission	Notes
1		\$ -	\$ -	
2		\$ -	\$ -	
3		\$ -	\$ -	
4		\$ -	\$ -	
5		\$ -	\$ -	
6		\$ -	\$ -	
7		\$ -	\$ -	
8		\$ -	\$ -	
9		\$ -	\$ -	
10		\$ -	\$ -	
Checks Received on Renewal Contracts @ 7 1/2% Commission w/ 3 New Contract				
11		\$ -	\$ -	
12		\$ -	\$ -	
13		\$ -	\$ -	
14		\$ -	\$ -	
15		\$ -	\$ -	
16		\$ -	\$ -	
17		\$ -	\$ -	
18		\$ -	\$ -	
19		\$ -	\$ -	
20		\$ -	\$ -	
21		\$ -	\$ -	
22		\$ -	\$ -	
Checks Received on Renewal Contracts @ 10% Commission w/ 4 New Contract				
23		\$ -	\$ -	
24		\$ -	\$ -	
25		\$ -	\$ -	
26		\$ -	\$ -	
27		\$ -	\$ -	
28		\$ -	\$ -	
29		\$ -	\$ -	
30		\$ -	\$ -	
31		\$ -	\$ -	
32		\$ -	\$ -	
		\$ -	\$ -	

Total Renewal Commission \$ - \$ -

New Clients Payment Received

For Period:
04/26/2014 thru 05/25/2014
Allen Nettleton

Payments Received:

Checks: NEW Contract Payments @ 10% Commission				
Name	Check #	Amount	Commission	
1	Artic Circle	25420	\$ 700.00	\$ 70.00
2	Earthworks	1037	\$ 500.00	\$ 50.00
3	Earthworks	1038	\$ 500.00	\$ 50.00
4	Great Floors	584145	\$ 1,250.00	\$ 125.00
5	Rocky Mnt GYN	60307	\$ 1,500.00	\$ 150.00
6	The Yard Sale Place	1620	\$ 700.00	\$ 70.00
7	Joel Horton	7003	\$ 1,900.00	\$ 190.00
8			\$ -	\$ -
9	The Cottages	15888	\$ 500.00	\$ 50.00
10			\$ -	\$ -
11	Custom Smiles	2093	\$ 500.00	\$ 50.00
12	Impact Radio - Digital	13871	\$ 2,000.00	\$ 200.00
13			\$ -	\$ -
14	Bank of The Cascades	13744	\$ 1,400.00	\$ 140.00
15			\$ -	\$ -
16			\$ -	\$ -
17			\$ -	\$ -
18			\$ -	\$ -
19			\$ -	\$ -
20			\$ -	\$ -
21			\$ -	\$ -
22			\$ -	\$ -
23			\$ -	\$ -
24			\$ -	\$ -
25			\$ -	\$ -
26			\$ -	\$ -
27			\$ -	\$ -
28			\$ -	\$ -
29			\$ -	\$ -
30			\$ -	\$ -
31			\$ -	\$ -
32			\$ -	\$ -
		\$ 11,450.00	\$ 1,145.00	

Total New Contract Commissions (10%) \$ 6,925.00 \$ 1,145.00

Total Renewal Commission \$ - \$ -

Wages Due This Period: \$ 1,000.00

Total Commission for thru 05.25.14: \$ 1,145.00

Total payment due on the 5th: \$ 2,145.00

DEF000410
000252

Biweekly Time Sheet

Allen Nettleton

54 Joseph Drive
Nampa, ID 83651
Ph: 208.401.5156

05.25.10

To: Canyon Outdoor Media, LLC

Day						
Monday	5/12/2014					
Tuesday	5/13/2014					
Wednesday	5/14/2014					
Thursday	5/15/2014					
Friday	5/16/2014					
Monday	5/19/2014					
Tuesday	5/20/2014					
Wednesday	5/21/2014					
Thursday	5/22/2014					
Friday	5/23/2014					

Total 800.00

Car allowance \$ 200.00

Commissions thru 05/25/14 \$ 1,145.00

\$ 2,145.00

Signature

TOTAL DUE \$ 2,145.00

DEF000409

000253

*Paid 5/28/14
CR# 3898
\$2,145.00*

New Clients Payment Received

For Period:
05/26/2014 thru 06/27/2014
Allen Nettleton

Payments Received:

Wages Due This Period: \$ 1,000.00
Total Commission for thru 06.27.14: \$ 1,987.37
Total payment due on the 5th: \$ 2,987.37

DEF000413
000254

Biweekly Time Sheet

Allen Nettleton

54 Joseph Drive
Nampa, ID 83651
Ph: 208.401.5150

06.25.14

To: Canyon Outdoor Media, LLC

Day					
Wednesday	6/11/2014				
Thursday	6/12/2014				
Friday	6/13/2014				
Monday	6/16/2014				
Tuesday	6/17/2014				
Wednesday	6/18/2014				
Thursday	6/19/2014				
Friday	6/20/2014				
Monday	6/23/2014				
Tuesday	6/24/2014				
Wednesday	6/25/2014				

Total 800.00

Car allowance \$ 200.00

Commissions thru 06/27/14 \$ 1,987.37

\$ 2,987.37

Signature

TOTAL DUE \$ 2,987.37

*PAID 6/30/14
CR# 3919
\$ 2,987.37*

DEF000412

000255

Existing Clients Payment Received

For Period:
06/28/2014 thru 07/24/2014
Allen Nettleton

Payments Received:

Checks Received on Renewal C Renewal Contracts @ 5% Commission w/ 2 New Contract				
Name	Check #	Amount	Commission	Notes
1		\$ -	\$ -	
2		\$ -	\$ -	
3		\$ -	\$ -	
4		\$ -	\$ -	
5		\$ -	\$ -	
6		\$ -	\$ -	
7		\$ -	\$ -	
8		\$ -	\$ -	
9		\$ -	\$ -	
10		\$ -	\$ -	
11		\$ -	\$ -	
12		\$ -	\$ -	
13		\$ -	\$ -	
14		\$ -	\$ -	
15		\$ -	\$ -	
Checks Received on Renewal Contracts @ 7 1/2% Commission w/ 3 New Contract				
16		\$ -	\$ -	
17		\$ -	\$ -	
18		\$ -	\$ -	
19		\$ -	\$ -	
20		\$ -	\$ -	
21		\$ -	\$ -	
22		\$ -	\$ -	
23		\$ -	\$ -	
24		\$ -	\$ -	
25		\$ -	\$ -	
26		\$ -	\$ -	
27		\$ -	\$ -	
Checks Received on Renewal Contracts @ 10% Commission w/ 4 New Contract				
28		\$ -	\$ -	
29		\$ -	\$ -	
30		\$ -	\$ -	
31		\$ -	\$ -	
		\$ -	\$ -	

Total Renewal Commission \$ - \$ -

New Clients Payment Received

For Period:
06/28/2014 thru 07/24/2014
Allen Nettleton

Payments Received:

Checks: NEW Contract Payments @ 10% Commission				
Name		Amount	Commission	
1 Earthworks	CC Pymt	\$ 2,000.00	\$ 200.00	1) Alpine Dentistry - 3 Mnths @ \$1,300.00
2		\$ -	\$ -	2) Michaels Crafts - 2 Mnths @ \$1,200 @ 22RHR
3 City of Meridian & Caldwell	1946	\$ 2,380.00	\$ 238.00	
4 The Yard Sale Place	1681	\$ 100.00	\$ 10.00	
5 Team Mazda	15509	\$ 1,300.00	\$ 130.00	
6 Artic Circle	25853	\$ 700.00	\$ 70.00	
7 Sleep Apnea	4784430	\$ 1,000.00	\$ 100.00	
8		\$ -	\$ -	
9 Impact Radio	14149	\$ 500.00	\$ 50.00	
10 Key Bank	5215	\$ 2,400.00	\$ 240.00	
11 The Cottages	16453	\$ 500.00	\$ 50.00	
12		\$ -	\$ -	
13 The Yard Sale Place	1697	\$ 100.00	\$ 10.00	
14		\$ -	\$ -	
15 Great Floors	589287	\$ 1,250.00	\$ 125.00	
16 The Cottages	16545	\$ 500.00	\$ 50.00	
17		\$ -	\$ -	
18 St. Alphonsus	11707	\$ 1,100.00	\$ 110.00	
19		\$ -	\$ -	
20		\$ -	\$ -	
21		\$ -	\$ -	
22		\$ -	\$ -	
23		\$ -	\$ -	
24		\$ -	\$ -	
25		\$ -	\$ -	
26		\$ -	\$ -	
27		\$ -	\$ -	
28		\$ -	\$ -	
29		\$ -	\$ -	
30		\$ -	\$ -	
31		\$ -	\$ -	
		\$ 13,830.00	\$ 1,383.00	

Total New Contract Commissions (10%) \$ 5,925.00 \$ 1,383.00
Total Renewal Commission \$ - \$ -

Wages Due This Period: \$ 1,000.00
Total Commission for thru 07.24.14: \$ 1,383.00
Total payment due: \$ 2,383.00

DEF000416
000256

Biweekly Time Sheet

Allen Nettleton

54 Joseph Drive
Nampa, ID 83651
Ph: 208.401.5159

07.25.14

To: Canyon Outdoor Media, LLC

Day						
Friday	7/11/2014					
Monday	7/14/2014					
Tuesday	7/15/2014					
Wednesday	7/16/2014					
Thursday	7/17/2014					
Friday	7/18/2014					
Monday	7/21/2014					
Tuesday	7/22/2014					
Wednesday	7/23/2014					
Thursday	7/24/2014					
Friday	7/25/2014					

Total 800.00

Car allowance \$ 200.00

Commissions thru 07/24/14 \$ 1,383.00

\$ 2,383.00

Signature

TOTAL DUE \$ 2,383.00

DEF000415

000257

*Paid 7/30/14
CR # 4185
\$2,383.00*

Existing Clients Payment Received

For Period:
07/25/2014 thru 08/25/2014
Allen Nettleton

Payments Received:

Checks Received on Renewal C Renewal Contracts @ 5% Commission w/ 2 New Contract				
Name	Check #	Amount	Commission	Notes
1		\$ -	\$ -	
2		\$ -	\$ -	
3		\$ -	\$ -	
4		\$ -	\$ -	
5		\$ -	\$ -	
6		\$ -	\$ -	
7		\$ -	\$ -	
8		\$ -	\$ -	
9		\$ -	\$ -	
10		\$ -	\$ -	
11		\$ -	\$ -	
12		\$ -	\$ -	
13		\$ -	\$ -	
14		\$ -	\$ -	
15		\$ -	\$ -	
Checks Received on Renewal Contracts @ 7 1/2% Commission w/ 3 New Contract				
16		\$ -	\$ -	
17		\$ -	\$ -	
18		\$ -	\$ -	
19		\$ -	\$ -	
20		\$ -	\$ -	
21		\$ -	\$ -	
22		\$ -	\$ -	
23		\$ -	\$ -	
24		\$ -	\$ -	
25		\$ -	\$ -	
26		\$ -	\$ -	
27		\$ -	\$ -	
Checks Received on Renewal Contracts @ 10% Commission w/ 4 New Contract				
28		\$ -	\$ -	
29		\$ -	\$ -	
30		\$ -	\$ -	
31		\$ -	\$ -	
		\$ -	\$ -	

Total Renewal Commission \$ - \$ -

New Clients Payment Received

For Period:
07/25/2014 thru 08/25/2014
Allen Nettleton

Payments Received:

Checks: NEW Contract Payments @ 10% Commission				
Name	Check #	Amount	Commission	Notes
1		\$ -	\$ -	
2		\$ -	\$ -	
3		\$ -	\$ -	
4		\$ -	\$ -	
5		\$ -	\$ -	
6		\$ -	\$ -	
7		\$ -	\$ -	
8		\$ -	\$ -	
9		\$ -	\$ -	
10		\$ -	\$ -	
11		\$ -	\$ -	
12		\$ -	\$ -	
13		\$ -	\$ -	
14		\$ -	\$ -	
15		\$ -	\$ -	
16		\$ -	\$ -	
17		\$ -	\$ -	
18		\$ -	\$ -	
19		\$ -	\$ -	
20		\$ -	\$ -	
21		\$ -	\$ -	
22		\$ -	\$ -	
23		\$ -	\$ -	
24		\$ -	\$ -	
25		\$ -	\$ -	
26		\$ -	\$ -	
27		\$ -	\$ -	
28		\$ -	\$ -	
29		\$ -	\$ -	
30		\$ -	\$ -	
31		\$ -	\$ -	
		\$ 11,280.00	\$ 1,128.00	

Total New Contract Commissions (10%) \$ 11,280.00 \$ 1,128.00
Total Renewal Commission \$ - \$ -

Wages Due This Period: \$ 1,000.00
Total Commission for thru 08.25.14: \$ 1,128.00
Total payment due: \$ 2,128.00

DEF000420
000258

Biweekly Time Sheet

Allen Nettleton

54 Joseph Drive
Nampa, ID 83651
Ph: 208.401.5150

08.25.14

To: Canyon Outdoor Media, LLC

Day						
Monday	8/11/2014					
Tuesday	8/12/2014					
Wednesday	8/13/2014					
Thursday	8/14/2014					
Friday	8/15/2014					
Monday	8/18/2014					
Tuesday	8/19/2014					
Wednesday	8/20/2014					
Thursday	8/21/2014					
Friday	8/22/2014					
Monday	8/25/2014					

Total 800.00

Car allowance \$ 200.00

Commissions thru 08/25/14 \$ 1,128.00

\$ 2,128.00

Signature

TOTAL DUE \$ 2,128.00

DEF000418

000259

*Paid 8/28/14
CR# 3956
\$ 2,128.00*

Existing Clients Payment Received
For Period:
08/26/2014 thru 09/25/2014
Allen Nettleton

New Clients Payment Received
For Period:
08/26/2014 thru 09/25/2014
Allen Nettleton

Payments Received:

Payments Received:

Checks Received on Renewal C Renewal Contracts @ 5% Commission w/ 2 New Contract					Checks: NEW Contract Payments @ 10% Commission				
Name	Check #	Amount	Commission	Notes	Name	Check #	Amount	Commission	Notes
1 Impact	14940	\$ 2,000.00	\$ 100.00		1 Artic Circle	25760	\$ 700.00	\$ 70.00	1) Tvr Heating - 1yr @ \$1,300 mth
2 Tamrack	10509	\$ 1,200.00	\$ 60.00		2 Treasure Valley Com College	7034	\$ 2,600.00	\$ 260.00	2) CapEd - 1yr @ \$1,100 mth
3 Townsquare	10426	\$ 1,087.00	\$ 53.35		3		\$ -	\$ -	3) Garden Valley - 1 1/2 mth @ \$1,500
4		\$ -	\$ -		4 Alpine Heights Dentistry	CC Pymt	\$ 1,300.00	\$ 130.00	4) Dick's Sporting - 1mth @ \$5,300
5 CapEd	760096	\$ 1,250.00	\$ 62.50		5 Team Mazda	155774	\$ 1,300.00	\$ 130.00	
6		\$ -	\$ -		6		\$ -	\$ -	
7 Cactus Poles	170456	\$ 900.00	\$ 45.00		7 The Yard Sale Place	1775	\$ 100.00	\$ 10.00	
8 CapEd	760178	\$ 1,250.00	\$ 62.50		8		\$ -	\$ -	
9 Dinius	5085	\$ 600.00	\$ 30.00		9 Mile High Power Sports	CC Pymt	\$ 1,500.00	\$ 150.00	
10		\$ -	\$ -		10		\$ -	\$ -	
11		\$ -	\$ -		11 Alpine Heights Dentistry	CC Pymt	\$ 1,300.00	\$ 130.00	
12		\$ -	\$ -		12		\$ -	\$ -	
13		\$ -	\$ -		13 Bank of the Cascades	13893	\$ 700.00	\$ 70.00	
14		\$ -	\$ -		14 The Cottages	17010	\$ 500.00	\$ 50.00	
15		\$ -	\$ -		15 Garden Valley Cham Comm	1723	\$ 381.25	\$ 38.13	
16		\$ -	\$ -		16		\$ -	\$ -	
Checks Received on Renewal Contracts @ 7 1/2% Commission w/ 3 New Contract					17 Artic Circle	25833	\$ 700.00	\$ 70.00	
17		\$ -	\$ -		18		\$ -	\$ -	
18		\$ -	\$ -		19		\$ -	\$ -	
19		\$ -	\$ -		20		\$ -	\$ -	
20		\$ -	\$ -		21		\$ -	\$ -	
21		\$ -	\$ -		22		\$ -	\$ -	
22		\$ -	\$ -		23		\$ -	\$ -	
23		\$ -	\$ -		24		\$ -	\$ -	
24		\$ -	\$ -		25		\$ -	\$ -	1) West Valley - 6mths @ \$3,700
25		\$ -	\$ -		26		\$ -	\$ -	
26		\$ -	\$ -		27		\$ -	\$ -	
27		\$ -	\$ -		28		\$ -	\$ -	
Checks Received on Renewal Contracts @ 10% Commission w/ 4 New Contract					29		\$ -	\$ -	
28		\$ -	\$ -		30		\$ -	\$ -	
29		\$ -	\$ -		31		\$ -	\$ -	
30		\$ -	\$ -				\$ -	\$ -	
31		\$ -	\$ -				\$ -	\$ -	
		\$ 8,267.00	\$ 413.35				\$ 11,081.25	\$ 1,108.13	

Total Renewal Commission \$ 8,267.00 \$ 413.35

Total New Contract Commissions (10%) \$ 11,081.25 \$ 1,108.13
Total Renewal Commission \$ 8,267.00 \$ 413.35

Wages Due This Period: \$ 1,000.00
Total Commission for thru 09.25.14: \$ 1,521.48
Total payment due: \$ 2,521.48

DEF000423
060260

Biweekly Time Sheet

Allen Nettleton

54 Joseph Drive
Nampa, ID 83651
Ph: 208.401.5150

09.25.14

To: Canyon Outdoor Media, LLC

Day					
Thursday	9/11/2014				
Friday	9/12/2014				
Monday	9/15/2014				
Tuesday	9/16/2014				
Wednesday	9/17/2014				
Thursday	9/18/2014				
Friday	9/19/2014				
Monday	9/22/2014				
Tuesday	9/23/2014				
Wednesday	9/24/2014				
Thursday	9/25/2014				

Total 800.00

Car allowance \$ 200.00

Commissions thru 09/25/14 \$ 1,521.47

\$ 2,521.47

Signature

TOTAL DUE \$ 2,521.47

*Paid 9/25/14
ch # 3975
\$2,521.47*

DEF000421 000261

Existing Clients Payment Received
For Period
09/26/2014 thru 10/23/2014
Allen Nettleton

New Clients Payment Received
For Period
09/26/2014 thru 10/23/2014
Allen Nettleton

Payments Received:

Payments Received:

Checks Received on Renewal Contracts @ 5% Commission w/ 2 New Contract					Checks					NEW Contract Payments @ 10% Commission					List of New Contracts				
	Name	Check #	Amount	Commission	Notes		Name	Check #	Amount	Commission									
1	West Valley Medical	19254	\$ 900.00	\$ 45.00		1	The Yard Sale Place	1801	\$ 400.00	\$ 40.00	1	Middle Creek Dental - 6 mths - Sign 13RHR @ \$500							
2	West Valley Medical	19254	\$ 1,200.00	\$ 60.00		2	West Valley Medical	49231	\$ 1,200.00	\$ 120.00	2	Middle Creek Dental - 6 mths - Sign 13LHR @ \$700							
3	West Valley Medical	1830	\$ 1,500.00	\$ 75.00		3	City of Meridian	1830	\$ 1,275.00	\$ 127.50	3	Delta Dental - 2 mths - Sign 25LHR @ \$1,500							
4			\$ -	\$ -		4	Michaels Arts & Craft	218557	\$ 1,200.00	\$ 120.00	4	Maximus Fed Serv - 1 mnth - Sgn 25LHR @ \$1,500							
5	City of Meridian	1830	\$ 1,275.00	\$ 63.75		5	St Alphonsus	11773	\$ 1,100.00	\$ 110.00	5	Maximus Fed Serv - 1 mnth - Sgn 25LHR @ \$1,500							
6			\$ -	\$ -		6	West Valley Medical	49231	\$ 1,200.00	\$ 120.00									
7			\$ -	\$ -		7	St Alphonsus	11773	\$ 1,100.00	\$ 110.00									
8			\$ -	\$ -		8	The Cottages	17103	\$ 500.00	\$ 50.00									
9			\$ -	\$ -		9	TVR Heating & Cooling	29786	\$ 1,300.00	\$ 130.00									
10			\$ -	\$ -		10			\$ -	\$ -									
11			\$ -	\$ -		11	Rocky Mountain GYN	60671	\$ 500.00	\$ 50.00									
12			\$ -	\$ -		12	Treasure Valley CC	7058	\$ 200.00	\$ 20.00									
13			\$ -	\$ -		13	Treasure Valley CC	7058	\$ 1,000.00	\$ 100.00									
14			\$ -	\$ -		14	Rocky Mountain GYN	60671	\$ 500.00	\$ 50.00									
15			\$ -	\$ -		15	Treasure Valley CC	7058	\$ 900.00	\$ 90.00									
Checks Received on Renewal Contracts @ 7 1/2% Commission w/ 3 New Contract						16	Treasure Valley CC	7058	\$ 1,000.00	\$ 100.00									
17			\$ -	\$ -		17	Treasure Valley CC	7058	\$ 700.00	\$ 70.00									
18			\$ -	\$ -		18	Bank of the Cascades	13920	\$ 700.00	\$ 70.00									
19			\$ -	\$ -		19	Treasure Valley CC	7058	\$ 900.00	\$ 90.00									
20			\$ -	\$ -		20	Treasure Valley CC	7058	\$ 700.00	\$ 70.00									
21			\$ -	\$ -		21	Bank of the Cascades	13920	\$ 700.00	\$ 70.00									
22			\$ -	\$ -		22	Garden Valley	5159	\$ 368.75	\$ 36.88									
23			\$ -	\$ -		23	Garden Valley	5159	\$ 187.50	\$ 18.75									
24			\$ -	\$ -		24	Team Mazda	158237	\$ 1,300.00	\$ 130.00									
25			\$ -	\$ -		25	The Cottages	17187	\$ 500.00	\$ 50.00									
26			\$ -	\$ -		26			\$ -	\$ -									
27			\$ -	\$ -		27	Mile High Power Sport	CC Pymt	\$ 750.00	\$ 75.00									
28			\$ -	\$ -		28	Mile High Power Sport	CC Pymt	\$ 750.00	\$ 75.00									
29	St Alphonsus	11773	\$ 400.00	\$ 40.00		29			\$ -	\$ -									
30	Dental Care West	CC Pymt	\$ 800.00	\$ 80.00		30	Lucky Fins	3277	\$ 750.00	\$ 75.00									
31			\$ -	\$ -		31			\$ -	\$ -									
											</								

Total Renewal Commission \$ 6,075.00 \$ 363.75

Total New Contract Commissions (10%) \$ 21,681.25 \$ 2,168.13

Total Renewal Commission \$ 6,075.00 \$ 363.75

Wages Due This Period: \$ 1,000.00

Total Commission for thru 10.23.14: \$ 2,531.88

Total payment due: \$ 3,531.88

DEF00038792

Weekly Time Sheet

Allen Nettleton

54 Joseph Drive
Nampa, ID 83651
Ph: 208.401.5159

10.25.14

To: Canyon Outdoor Media, LLC

Day						
Monday	10/13/2014					
Tuesday	10/14/2014					
Wednesday	10/15/2014					
Thursday	10/16/2014					
Friday	10/17/2014					
Monday	10/20/2014					
Tuesday	10/21/2014					
Wednesday	10/22/2014					
Thursday	10/23/2014					
Friday	10/24/2014					

	Total	800.00
Car allowance	\$	200.00/
Commissions thru 10.23.14	\$	2,531.87
	\$	3,531.87

Signature _____

TOTAL DUE \$ 3,531.87
 W/OCTOBER 865.98
 + 4,397.85

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com m-

DEF000368

000263

Existing Clients Payment Received

For Period:

10/25/2014 thru 11/26/2014

Allen Nettleton

Payments Received:

New Clients Payment Received

For Period:

10/25/2014 thru 11/26/2014

Allen Nettleton

Payments Received:

Checks Received on Renewal Contracts @ 5% Commission w/ 2 New Contract					Checks Received on NEW Contract Payments @ 10% Commission					List of New Contracts
Name	Check #	Amount	Commission	Notes	Name	Check #	Amount	Commission		
1		\$ -	\$ -		1	Dick's Sporting Goods	1439040	\$ 5,300.00	\$ 530.00	1) CapEd - 1 Yr @ Sign 14RHR - 1 Yr @ \$800 month
2		\$ -	\$ -		2	Artic Circle	25899	\$ 700.00	\$ 70.00	
3		\$ -	\$ -		3	CapEd	767534	\$ 2,300.00	\$ 230.00	
4		\$ -	\$ -		4	TVR Heating & Cooling	30048	\$ 1,300.00	\$ 130.00	2) T-Mobile - 1 Mth @ 25LHR @ \$1,300 month
5		\$ -	\$ -		5	Team Mazda	156537	\$ 1,300.00	\$ 130.00	3) Garden Valley - 1 Mth @ 25LHR @ \$1,500 month
6		\$ -	\$ -		6		\$ -	\$ -		
7		\$ -	\$ -		7	Rocky Mountain GYN	60746	\$ 500.00	\$ 50.00	
8		\$ -	\$ -		8	The Cottages	17442	\$ 500.00	\$ 50.00	
9		\$ -	\$ -		9		\$ -	\$ -		
10		\$ -	\$ -		10	Mile High Power Sport	CC Pymt	\$ 750.00	\$ 75.00	
11		\$ -	\$ -		11		\$ -	\$ -		
12		\$ -	\$ -		12	Garden Valley	5161	\$ 1,312.50	\$ 131.25	
13		\$ -	\$ -		13	Middle Creek Dental	1706	\$ 1,200.00	\$ 120.00	
14		\$ -	\$ -		14		\$ -	\$ -		
15		\$ -	\$ -		15	Maximus Federal Services	350484	\$ 3,000.00	\$ 300.00	
16		\$ -	\$ -		16	Delta Dental	5035	\$ 1,500.00	\$ 150.00	
17		\$ -	\$ -		17	CapEd	767721	\$ 800.00	\$ 80.00	
18		\$ -	\$ -		18	Garden Valley	1729	\$ 187.50	\$ 18.75	
19		\$ -	\$ -		19		\$ -	\$ -		
20		\$ -	\$ -		20	Artic Circle	25968	\$ 700.00	\$ 70.00	
21		\$ -	\$ -		21	CapEd	767807	\$ 3,100.00	\$ 310.00	
22	Checks Received on Renewal Contracts @ 7 1/2% Commission w/ 3 New Contract				22	TVR Heating & Cooling	30184	\$ 1,300.00	\$ 130.00	
23		\$ -	\$ -		23	The Cottages	17802	\$ 500.00	\$ 50.00	List of Renewal Contracts
24		\$ -	\$ -		24		\$ -	\$ -		
25		\$ -	\$ -		25		\$ -	\$ -		1) The Cottages - 1 Year - \$500.00 mth
26		\$ -	\$ -		26		\$ -	\$ -		2) Little Caesars - 1 Year - \$800.00 mth
27		\$ -	\$ -		27		\$ -	\$ -		
28	Checks Received on Renewal Contracts @ 10% Commission w/ 4 New Contract				28		\$ -	\$ -		
29		\$ -	\$ -		29		\$ -	\$ -		
30		\$ -	\$ -		30		\$ -	\$ -		
31		\$ -	\$ -		31		\$ -	\$ -		
		\$ -	\$ -				\$ 26,250.00	\$ 2,625.00		

Total Renewal Commission

\$ - \$ -

Total New Contract Commissions (10%)

\$ 26,250.00 \$ 2,625.00

Total Renewal Commission

\$ - \$ -

Wages Due This Period:

Total Commission for thru 11.26.14: \$ 2,625.00

Total payment due: \$ 2,625.00

DEF0000264

Revised 12/09/14

lots

Existing Clients Payment Received

For Period:

10/25/2014 thru 11/25/2014

Allen Nettleton

Payments Received:

Checks Received on Renewal C Renewal Contracts @ 5% Commission w/ 2 New Contract

Name	Check #	Amount	Commission	Notes
1		\$ -	\$ -	
2		\$ -	\$ -	
3		\$ -	\$ -	
4		\$ -	\$ -	
5		\$ -	\$ -	
6		\$ -	\$ -	
7		\$ -	\$ -	
8		\$ -	\$ -	
9		\$ -	\$ -	
10		\$ -	\$ -	
11		\$ -	\$ -	
12		\$ -	\$ -	
13		\$ -	\$ -	
14		\$ -	\$ -	
15		\$ -	\$ -	
16		\$ -	\$ -	
17		\$ -	\$ -	
18		\$ -	\$ -	
19		\$ -	\$ -	
20		\$ -	\$ -	
21		\$ -	\$ -	
22		\$ -	\$ -	
23		\$ -	\$ -	
24		\$ -	\$ -	
25		\$ -	\$ -	
26		\$ -	\$ -	
27		\$ -	\$ -	
28		\$ -	\$ -	
29		\$ -	\$ -	
30		\$ -	\$ -	
31		\$ -	\$ -	

Total Renewal Commission \$ - \$ -

New Clients Payment Received

For Period:

10/25/2014 thru 11/25/2014

Allen Nettleton

Payments Received:

Checks Received on NEW Contract Payments @ 10% Commission

	Name	Check #	Amount	Commission	List of New Contracts
1	Dick's Sporting Goods	1439040	\$ 5,300.00	\$ 530.00	1) CapEd - 1 Yr @ Sign 14RHR - 1 Yr @ \$800 month
2	Artic Circle	25899	\$ 700.00	\$ 70.00	
3	CapEd	767534	\$ 2,300.00	\$ 230.00	
4	TVR Heating & Cooling	30048	\$ 1,300.00	\$ 130.00	2) T-Mobile - 1 Mth @ 25LHR @ \$1,300 month
5	Team Mazda	156537	\$ 1,300.00	\$ 130.00	3) Garden Valley - 1 Mth @ 25LHR @ \$1,500 month
6			\$ -	\$ -	
7	Rocky Mountain GYN	60746	\$ 500.00	\$ 50.00	
8	The Cottages	17442	\$ 500.00	\$ 50.00	
9			\$ -	\$ -	
10	Mile High Power Sport	CC Pymt	\$ 750.00	\$ 75.00	
11			\$ -	\$ -	
12	Garden Valley	5161	\$ 1,312.50	\$ 131.25	
13	Middle Creek Dental	1706	\$ 1,200.00	\$ 120.00	
14			\$ -	\$ -	
15	Maximus Federal Services	350484	\$ 3,000.00	\$ 300.00	
16	Delta Dental	5035	\$ 1,500.00	\$ 150.00	
17	CapEd	767721	\$ 800.00	\$ 80.00	
18	Garden Valley	1729	\$ 187.50	\$ 18.75	
19			\$ -	\$ -	
20	Artic Circle	25968	\$ 700.00	\$ 70.00	
21	CapEd	767807	\$ 3,100.00	\$ 310.00	
22	TVR Heating & Cooling	30184	\$ 1,300.00	\$ 130.00	
23	The Cottages	17602	\$ 500.00	\$ 50.00	List of Renewal Contracts
24			\$ -	\$ -	1) The Cottages - 1 Year - \$500.00 mth
25			\$ -	\$ -	2) Little Caesars - 1 Year - \$800.00 mth
26			\$ -	\$ -	
27			\$ -	\$ -	
28			\$ -	\$ -	
29			\$ -	\$ -	
30			\$ -	\$ -	
31			\$ -	\$ -	
			\$ 26,250.00	\$ 2,625.00	
1			\$ -	\$ -	
2			\$ -	\$ -	
3			\$ -	\$ -	

List of Renewal Contracts

- 1) The Cottages - 1 Year - \$500.00 mth
- 2) Little Caesars - 1 Year - \$800.00 mth

Total New Contract Commissions (10%) \$ 26,250.00 \$ 2,625.00

Total Renewal Commission \$ - \$ -

Wages Due This Period:

Total Commission for thru 11.26.14: \$ 2,625.00

Total payment due: \$ 2,625.00

DEF000354
000265

Paid 12/10/14
ck#
\$ 2,625.00
no con #4215

Payments Received:

Payments Received:

000266
DEF000388

Existing Clients Payment Received

For Period:

12/26/2014 thru 01/25/15

Allen Nettleton

Payments Received:

New Clients Payment Received

For Period:

12/26/2014 thru 01/25/15

Allen Nettleton

Payments Received:

Checks Received on Renewal C Renewal Contracts @ 5% Commission w/ 2 New Contract

Name	Check #	Amount	Commission	Notes
1 Little Caesars	42741	\$ 800.00	\$ 40.00	
2 CapEd	770662	\$ 1,250.00	\$ 62.50	
3 Team Mazda	157279	\$ 1,300.00	\$ 65.00	
4		\$ -	\$ -	
5 The Cottages	17931	\$ 500.00	\$ 25.00	
6		\$ -	\$ -	
7 Townsquare Media	13798	\$ 1,087.00	\$ 53.35	
8 Tamarack	11130	\$ 1,200.00	\$ 60.00	
9		\$ -	\$ -	
10 Roaring Springs	4241	\$ 2,200.00	\$ 110.00	
11		\$ -	\$ -	
12		\$ -	\$ -	
13		\$ -	\$ -	
14		\$ -	\$ -	
15		\$ -	\$ -	
16		\$ -	\$ -	
17		\$ -	\$ -	
18		\$ -	\$ -	
19		\$ -	\$ -	
20		\$ -	\$ -	
21		\$ -	\$ -	
Checks Received on Renewal Contracts @ 7 1/2% Commission w/ 3 New Contract				
23		\$ -	\$ -	
24		\$ -	\$ -	
25		\$ -	\$ -	
26		\$ -	\$ -	
27		\$ -	\$ -	
Checks Received on Renewal Contracts @ 10% Commission w/ 4 New Contract				
29		\$ -	\$ -	
30		\$ -	\$ -	
31		\$ -	\$ -	
		\$ 8,317.00	\$ 415.85	

Total Renewal Commission \$ 8,317.00 \$ 415.85

Checks Received on NEW Contract Payments @ 10% Commission

Name	Check #	Amount	Commission	List of New Contracts
1 Artice Circle	6053	\$ 700.00	\$ 70.00	1) Nampa Floors & Interior - 1Yr @ \$900 mth
2 CapEd	770665	\$ 3,100.00	\$ 310.00	2) Idaho Bourbon Distillers - 1Yr @ \$1,100 mnth
3		\$ -	\$ -	3) Impact Radio - 4 Boards 1 mth @ \$3,400
4 Rocky Mountain GYN	60897	\$ 500.00	\$ 50.00	
5 Bank of the Cascades	14019	\$ 700.00	\$ 70.00	
6 TVR Heating & Cooling	30435	\$ 1,300.00	\$ 130.00	
7		\$ -	\$ -	
8 Mile High Power/Marina	CC Pymt	\$ 1,500.00	\$ 150.00	
9		\$ -	\$ -	
10		\$ -	\$ -	
11		\$ -	\$ -	
12		\$ -	\$ -	
13		\$ -	\$ -	
14		\$ -	\$ -	
15		\$ -	\$ -	
16		\$ -	\$ -	
17		\$ -	\$ -	
18		\$ -	\$ -	
19		\$ -	\$ -	
20		\$ -	\$ -	
21		\$ -	\$ -	
22		\$ -	\$ -	
23		\$ -	\$ -	
24		\$ -	\$ -	
25		\$ -	\$ -	
26		\$ -	\$ -	
27		\$ -	\$ -	
28		\$ -	\$ -	
29		\$ -	\$ -	
30		\$ -	\$ -	
31		\$ -	\$ -	
		\$ 7,800.00	\$ 780.00	

Total New Contract Commissions (10%) \$ 7,800.00 \$ 780.00
Total Renewal Commission \$ 8,317.00 \$ 415.85

Wages Due This Period: \$ 1,000.00

Total Commission for thru 12.24.14: \$ 1,195.85

Total payment due: \$ 2,195.85

DEF000896
000267

Allen Nettleton

01.25.15

Canyon Outdoor Media, LLC

Day

Monday 1/12/2015

Tuesday 1/13/2015

Wednesday 1/14/2015

Thursday 1/15/2015

Friday 1/16/2015

Monday 1/19/2015

Tuesday 1/20/2015

Wednesday 1/21/2015

Thursday 1/22/2015

Friday 1/23/2015

Total 800.00

Car allowance \$ 200.00

Commissions thru 01/25/15 \$ 1,195.85

\$ 2,195.85

Signature

TOTAL DUE

\$ 2,195.85

1.26.15
4227
dan mo

DEF000337

000268

Existing Clients Payment Received

For Period:

01/26/15 thru 02/25/15

Allen Nettleton

Payments Received:

New Clients Payment Received

For Period:

01/26/15 thru 02/25/15

Allen Nettleton

Payments Received:

Checks Received on Renewal Contracts @ 5% Commission w/ 2 New Contract					Checks Received on NEW Contract Payments @ 10% Commission				
Name	Check #	Amount	Commission	Notes	Name	Check #	Amount	Commission	List of New Contracts
1		\$ -	\$ -		1	01/30/2015 DEPOSIT	\$ -	\$ -	1) Express Plumbing - 1 Yr @ \$800.00 mo
2		\$ -	\$ -		2	Rocky Mountain GYN	\$ 500.00	\$ 50.00	2) Gentel Dental - 1 Yr - Sign 08LHR @ \$800.00 mo
3		\$ -	\$ -		3	St Alphonsus	\$ 1,500.00	\$ 150.00	3) Gentel Dental - 1 Yr - Sign 14.LHR @ \$800.00 mo
4		\$ -	\$ -		4	Artic Circle	\$ 700.00	\$ 70.00	4) City of Meridian - 3 Mo @ \$1,300.00 mo
5		\$ -	\$ -		5	CapEd	\$ 3,150.00	\$ 315.00	5) City of Caldwell - 2 Mo @ \$1,300.00 mo
6		\$ -	\$ -		6	Middle Creek Dental	\$ 1,200.00	\$ 120.00	
7		\$ -	\$ -		7	TVR	\$ 1,300.00	\$ 130.00	
8		\$ -	\$ -		8	Great Floors	\$ 1,250.00	\$ 125.00	
9		\$ -	\$ -		9		\$ -	\$ -	
10		\$ -	\$ -		10	02/06/2015 DEPOSIT	\$ -	\$ -	
11	01/30/2015 DEPOSIT	\$ -	\$ -		11	Team Mazda Subaru	\$ 1,450.00	\$ 145.00	
12	Great Floors	\$ 3,950.00	\$ 296.25		12	The Cottages	\$ 500.00	\$ 50.00	
13	St Alphonsus	\$ 700.00	\$ 52.50		13	Great Floors	\$ 1,250.00	\$ 125.00	
14	CapEd	\$ 1,250.00	\$ 93.75		14		\$ -	\$ -	
15		\$ -	\$ -		15	02/20/2015 DEPOSIT	\$ -	\$ -	
16	02/06/2015 DEPOSIT	\$ -	\$ -		16	T-Mobile	\$ 4,100.00	\$ 410.00	
17	Great Floors	\$ 3,950.00	\$ 296.25		17	Middle Creek Dental	\$ 1,200.00	\$ 120.00	
18		\$ -	\$ -		18	Express Plumbing	\$ 1,600.00	\$ 160.00	
19	02/13/2015 DEPOSIT	\$ -	\$ -		19		\$ -	\$ -	
20	Impact Radio	\$ 2,000.00	\$ 150.00		20	02/25/2015 DEPOSIT	\$ -	\$ -	
21		\$ -	\$ -		21	Artic Circle	\$ 700.00	\$ 70.00	
22	02/20/2015 DEPOSIT	\$ -	\$ -		22		\$ -	\$ -	
23	Tamarack	\$ 1,200.00	\$ 90.00		23		\$ -	\$ -	List of Renewal Contracts
24		\$ -	\$ -		24		\$ -	\$ -	1) Artic Circle - 1 Yr @ \$700.00 mo
25	02/25/2015 DEPOSIT	\$ -	\$ -		25		\$ -	\$ -	
26	West Valley Medical	\$ 2,400.00	\$ 180.00		26		\$ -	\$ -	
27		\$ -	\$ -		27		\$ -	\$ -	
28	Checks Received on Renewal Contracts @ 10% Commission w/ 4 New Contract				28		\$ -	\$ -	
29		\$ -	\$ -		29		\$ -	\$ -	
30		\$ -	\$ -		30		\$ -	\$ -	
31		\$ -	\$ -		31		\$ -	\$ -	
		\$ 15,450.00	\$ 1,158.75				\$ 20,400.00	\$ 2,040.00	

Total Renewal Commission \$ 15,450.00 \$ 1,158.75

Total New Contract Commissions (10%) \$ 20,400.00 \$ 2,040.00

Total Renewal Commission \$ 15,450.00 \$ 1,158.75

Wages Due This Period: \$ -

Total Commission for thru 02/25/2015: \$ 3,198.75

Total payment due: \$ 3,198.75

DEF000885
000269

Existing Clients Payment Received

For Period:
02/26/15 thru 03/27/15
Allen Nettleton

Payments Received:

New Clients Payment Received

For Period:
02/26/15 thru 03/27/15
Allen Nettleton

Payments Received:

Checks Received on Renewal C Renewal Contracts @ 5% Commission w/ 2 New Contract					Checks Received on NEW Contract Payments @ 10% Commission				
Name	Check #	Amount	Commission	Notes	Name	Check #	Amount	Commission	List of New Contracts
1		\$ -	\$ -		1	03/03/2015 DEPOSIT	\$ -	\$ -	1) Idaho Wrecker Sales - 1 Yr @ \$1,000.00 mnth
2		\$ -	\$ -		2	Mile High Power Sport	CC Pymt \$ 1,500.00	\$ 150.00	2) Aaron Tribble Law - 1 Yr @ \$1,400.00 mnth
3		\$ -	\$ -		3		\$ -	\$ -	3) Grimaldi's Pizzeria - 6 mnths @ \$900.00 mnth
4		\$ -	\$ -		4	03/06/2015 DEPOSIT	\$ -	\$ -	4) Grimaldi's Pizzeria - 6 mnths @ \$1,200.00 mnth
5		\$ -	\$ -		5	Rocky Mountain GYN	61065 \$ 500.00	\$ 50.00	
6		\$ -	\$ -		6	Treasure Valley Com College	7092 \$ 4,800.00	\$ 480.00	5) Mountain Home Music - 3 mnths @ \$1,300.00 mnth
7		\$ -	\$ -		7	TVR Heating & Cooling	30774 \$ 1,300.00	\$ 130.00	
8		\$ -	\$ -		8	Team Mazda	158076 \$ 1,300.00	\$ 130.00	
9		\$ -	\$ -		9	Gentle Dental	18334 \$ 1,600.00	\$ 160.00	
10		\$ -	\$ -		10	Aaron Tribble Law	1021 \$ 1,400.00	\$ 140.00	
ewal Contracts @ 7 1/2% Commission w/ 3 New Contract					11		\$ -	\$ -	
11	03/06/2015 DEPOSIT	\$ -	\$ -		12	03/13/2015 DEPOSIT	\$ -	\$ -	
12	West Valley Medical	23376963 \$ 3,600.00	\$ 270.00		13	Nampa Floors & Interiors	28774 \$ 1,100.00	\$ 110.00	
13		\$ -	\$ -		14	CapEd	777723 \$ 3,100.00	\$ 310.00	
14	03/13/15 DEPOSIT	\$ -	\$ -		15	The Cottages	18395 \$ 500.00	\$ 50.00	
15	Little Caesars	43010 \$ 1,800.00	\$ 120.00		16	Express Plumbing	8893 \$ 800.00	\$ 80.00	
16	West Valley Medical	23511287 \$ 7,104.00	\$ 532.80		17	Idaho Wrecker Sales	30396 \$ 1,600.00	\$ 160.00	
17	Impact Radio	15649 \$ 2,000.00	\$ 150.00		18		\$ -	\$ -	
18	CapEd	777723 \$ 1,250.00	\$ 93.75		19	03/19/2015 DEPOSIT	\$ -	\$ -	
19	Roaring Springs	4255 \$ 1,100.00	\$ 82.50		20	Mile High Power Sport	CC Pymt \$ 1,500.00	\$ 150.00	
20		\$ -	\$ -		21		\$ -	\$ -	
21	03/20/2015 DEPOSIT	\$ -	\$ -		22	03/20/2015 DEPOSIT	\$ -	\$ -	
22	St Alphonsus	11960 \$ 1,800.00	\$ 135.00		23	T-Mobile	4486 \$ 5,900.00	\$ 590.00	
23		\$ -	\$ -		24	St Alphonsus	11960 \$ 3,000.00	\$ 300.00	
24	03/27/2015 DEPOSIT	\$ -	\$ -		25		\$ -	\$ -	
25	Tamarack	11870 \$ 1,200.00	\$ 90.00		26	03/27/2015 DEPOSIT	\$ -	\$ -	
26		\$ -	\$ -		27	Gentle Dental	000006583 \$ 1,600.00	\$ 160.00	
27		\$ -	\$ -		28	Middle Creek Dental	1784 \$ 1,200.00	\$ 120.00	
Checks Received on Renewal Contracts @ 10% Commission w/ 4 New Contract					29	TVR Heating & Cooling	30951 \$ 1,300.00	\$ 130.00	
28		\$ -	\$ -		30		\$ -	\$ -	
29		\$ -	\$ -		31		\$ -	\$ -	
30		\$ -	\$ -				\$ -	\$ -	
31		\$ -	\$ -				\$ -	\$ -	
		\$ 19,654.00	\$ 1,249.05				\$ 33,800.00	\$ 3,380.00	
1		\$ -	\$ -		1		\$ -	\$ -	
2		\$ -	\$ -		2		\$ -	\$ -	
3		\$ -	\$ -		3		\$ -	\$ -	
		\$ -	\$ -				\$ -	\$ -	

Total Renewal Commission \$ 19,654.00 \$ 1,249.05

Total New Contract Commissions (10%) \$ 33,800.00 \$ 3,380.00

Total Renewal Commission \$ 19,654.00 \$ 1,249.05

Wages Due This Period: \$ 1,520.00

Total Commission for thru 03/27/2015: \$ 4,629.05

Total payment due: \$ 6,149.05

DEF000426
000270

Biweekly Time Sheet

Allen Nettleton

54 Joseph Drive
Nampa, ID 83651
Ph: 208.401.5159

03.31.15

To: Canyon Outdoor Media, LLC

Day						
Monday	3/16/2015					
Tuesday	3/17/2015					
Wednesday	3/18/2015					
Thursday	3/19/2015					
Friday	3/20/2015					
Monday	3/23/2015					
Tuesday	3/24/2015					
Wednesday	3/25/2015					
Thursday	3/26/2015					
Friday	3/27/2015					
Monday	3/30/2015					
Tuesday	3/31/2015					

Total 1056.00

Car allowance \$ 464.00

Commissions thru 03/27/15 \$ 4,629.05

\$ 6,149.05

Signature

TOTAL DUE \$ 6,149.05

*Paid 4/14/15
Direct Deposit
\$ 3,936.52*

DEF000425

000271

EXHIBIT B

CANYON

Outdoor Media, LLC
P.O. Box 16661, Boise, Idaho 83715

Statement

Date

4/30/2016

To:

Idaho Bourbon Distillers
Michael Nicholson
2762 Featherly Way
Boise, ID 83709

Amount Due

\$7,500.00

Amount Enc.

Date	Transaction	Amount	Balance
12/31/2014	Balance forward		0.00
02/02/2015	INV #5613. Due 02/01/2015. --- Sign 03, 1 @ \$900.00 = 900.00	900.00	900.00
03/02/2015	INV #5622. Due 03/01/2015. --- Sign 03, 1 @ \$900.00 = 900.00	900.00	1,800.00
04/01/2015	INV #5655. Due 04/01/2015. --- Sign 03, 1 @ \$900.00 = 900.00 ---	1,000.00	2,800.00
	--- Production, 1 @ \$100.00 = 100.00		
05/01/2015	INV #5687. Due 05/01/2015. --- Sign 03, 1 @ \$900.00 = 900.00	900.00	3,700.00
06/01/2015	INV #5720. Due 06/01/2015. --- Sign 03, 1 @ \$900.00 = 900.00	900.00	4,600.00
07/01/2015	INV #5748. Due 07/01/2015. --- Sign 03, 1 @ \$900.00 = 900.00	900.00	5,500.00
08/03/2015	INV #5775. Due 08/01/2015. --- Sign 03, 1 @ \$900.00 = 900.00	900.00	6,400.00
09/01/2015	INV #5804. Due 09/01/2015. --- Sign 03, 1 @ \$900.00 = 900.00	900.00	7,300.00
10/01/2015	INV #5832. Due 10/01/2015. --- Sign 03, 1 @ \$900.00 = 900.00	900.00	8,200.00
11/02/2015	INV #5860. Due 11/01/2015. --- Sign 03, 1 @ \$900.00 = 900.00	900.00	9,100.00
11/23/2015	INV #5911. Due 11/23/2015. --- Production, 1 @ \$100.00 = 100.00	100.00	9,200.00
11/23/2015	PMT #1047. Invoice 5911 - Production	-100.00	9,100.00
11/30/2015	GENJRNL #12. Bounced Check# 1047	100.00	9,200.00

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	TOTAL AMOUNT DUE
0.00	0.00	0.00	0.00	7,500.00	\$7,500.00

CANYON

Outdoor Media, LLC

P.O. Box 16661, Boise, Idaho 83715

Statement

Date

4/30/2016

To:

Idaho Bourbon Distillers
Michael Nicholson
2762 Featherly Way
Boise, ID 83709

Amount Due

\$7,500.00

Amount Enc.

Date	Transaction	Amount	Balance
12/01/2015	INV #5893. Due 12/01/2015. --- Sign 03, 1 @ \$900.00 = 900.00	900.00	10,100.00
12/14/2015	INV #5935. Due 12/14/2015. Bounced Check# 1047 --- Bounce Check Charge, 1 @ \$19 = 19.00	19.00	10,119.00
12/14/2015	PMT #Auth #747331. Invoice 5911 & 5935 - Snipe Removal & Bounce Ck Fee	-119.00	10,000.00
12/29/2015	PMT #1042. Invoice 5613,5622 & Part 5655 - Feb, Mar & April 2015 Rent	-2,500.00	7,500.00
01/25/2016	PMT #1046. Invoice 5655,5687,5720&5748 - April-Bal,May,June - Part July 2015 Rent	-2,500.00	5,000.00
02/11/2016	GENJRNL #14. Bounced Check# 1046	2,500.00	7,500.00

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	TOTAL AMOUNT DUE
0.00	0.00	0.00	0.00	7,500.00	\$7,500.00

EXHIBIT C

1706

MIDDLE CREEK DENTAL
SHAUN CHRISTENSEN DMD PC
155 S MIDLAND BLVD
NAMPA, IDAHO 83686
(208) 466-7424

D.L. EVANS BANK
2071 12TH AVE. ROAD
NAMPA, ID 83686
92-358-1241

11/7/2014

PAY TO THE ORDER OF Canyon Outdoor Media, LLC

\$ **1,800.00

One Thousand Eight Hundred and 00/100*****

DOLLARS

Canyon Outdoor Media, LLC
PO Box 16661
Boise ID 83715


AUTHORIZED SIGNATURE

MEMO

Invoices 5528 and 5529

⑈001706⑈ ⑈124103582⑈917 00153 7⑈

Security features. Details on back. ED

DEF00216

000276

1715

MIDDLE CREEK DENTAL

SHAUN CHRISTENSEN DMD PC
155 S MIDLAND BLVD
NAMPA, IDAHO 83686
(208) 466-7424

D.L. EVANS BANK
2071 12TH AVE. ROAD
NAMPA, ID 83686
92-358-1241

11/21/2014

PAY TO THE
ORDER OF

Canyon Outdoor Media, LLC

\$ **1,200.00

One Thousand Two Hundred and 00/100*****

DOLLARS

Canyon Outdoor Media, LLC
PO Box 16661
Boise ID 83715


AUTHORIZED SIGNATURE

MEMO

Invoice #5549

⑈001715⑈ ⑆124103582⑆917 00153 7⑈

DEF00217

000277

Security features. Details on back.

MIDDLE CREEK DENTAL

SHAUN CHRISTENSEN DMD PC
155 S MIDLAND BLVD
NAMPA, IDAHO 83686
(208) 466-7424

D.L. EVANS BANK
2071 12TH AVE. ROAD
NAMPA, ID 83686
92-358-1241

12/9/2014

PAY TO THE
ORDER OF Canyon Outdoor Media, LLC

\$ **1,200.00

One Thousand Two Hundred and 00/100*****

DOLLARS

Canyon Outdoor Media, LLC
PO Box 16661
Boise ID 83715


AUTHORIZED SIGNATURE

MEMO

Invoice 5573

⑈001729⑈ ⑆124103582⑆917 00153 7⑈

DEF00218

000278

1747

MIDDLE CREEK DENTAL
SHAUN CHRISTENSEN DMD PC
155 S MIDLAND BLVD
NAMPA, IDAHO 83686
(208) 466-7424

D.L. EVANS BANK
2071 12TH AVE. ROAD
NAMPA, ID 83686
92-358-1241

1/17/2015

PAY TO THE ORDER OF Canyon Outdoor Media, LLC

\$ **1,200.00

One Thousand Two Hundred and 00/100*****

DOLLARS

Canyon Outdoor Media, LLC
PO Box 16661
Boise ID 83715


AUTHORIZED SIGNATURE

MEMO
Invoice 5598

⑈001747⑈ ⑆124103582⑆917 00153 7⑈

DEF00219

000279

1765

MIDDLE CREEK DENTAL

SHAUN CHRISTENSEN DMD PC
155 S MIDLAND BLVD
NAMPA, IDAHO 83686
(208) 466-7424

D.L. EVANS BANK
2071 12TH AVE. ROAD
NAMPA, ID 83686
92-358-1241

2/12/2015

PAY TO THE
ORDER OF

Canyon Outdoor Media, LLC

\$ **1,200.00

One Thousand Two Hundred and 00/100*****

DOLLARS

Canyon Outdoor Media, LLC
PO Box 16661
Boise ID 83715


AUTHORIZED SIGNATURE

MEMO

Invoice 5626

⑈001765⑈ ⑆124103582⑆917 00153 7⑈

DEF00220

000280

Security features. Details on back.

178.4

MIDDLE CREEK DENTAL

SHAUN CHRISTENSEN DMD PC
155 S MIDLAND BLVD
NAMPA, IDAHO 83686
(208) 466-7424

D.L. EVANS BANK
2071 12TH AVE. ROAD
NAMPA, ID 83686
92-358-1241

3/12/2015

PAY TO THE
ORDER OF

Canyon Outdoor Media, LLC

\$ **1,200.00

One Thousand Two Hundred and 00/100*****

DOLLARS

Canyon Outdoor Media, LLC
PO Box 16661
Boise ID 83715


AUTHORIZED SIGNATURE

MEMO

Invoice #5659

⑈001784⑈ ⑆124103582⑆917 00153 7⑈

DEF00221

000281

Security features. Details on back.

the sky's the limit



The agency / advertiser (undersigned) hereby contracts with **Canyon Outdoor Media, LLC** for the outdoor advertising face(s) and products named herein, upon all the terms and conditions set forth in this agreement for the period specified below, billing to commence on the start date referenced below. This agreement covers the following:

Advertiser: Middle Creek Dental **Contact:** Shaun Christensen **Ph:** 208-466-7424
Cell: _____

Billing Address: 155 S Midland Blvd.
Suite/Floor: _____ **City:** Nampa **ST:** ID **Zip:** 83686 **Fax:** 466-7512

Rental Location(s): Sign 13LHR @ 1420 Midland Rd., Nampa

Contract Start Date: November 01, 2014 **Contract End Date:** April 30, 2015

Monthly Rate Per Face: \$700.00 **Number of Faces:** 01 **Total Amount Per Month:** \$700.00

Artwork: Advertiser may provide camera ready / digital artwork / layout OR Advertiser may elect to have Canyon Outdoor Media, LLC provide artwork, based upon advertisers' recommendations.

Advertising Vinyl Production and Installation: ~~The charge for producing artwork and vinyl is \$800.00~~ (see comments below). Advertiser will receive a final artwork proof for approval prior to vinyl production. Canyon Outdoor Media, LLC reserves the right to refuse advertising copy which it considers to be in violation of existing laws, offensive, false, misleading or deceptive.

Extensions: Extensions will be charged at an additional rate of \$25.00 a square foot.

Payment Terms & Conditions: First month's rent is required by Canyon Outdoor Media, LLC upon contract execution. Second month's payment shall be due within thirty (30) days of receipt of invoice. If payment is not received in a timely manner by Canyon Outdoor Media, LLC, then Canyon Outdoor Media, LLC shall have the right to cancel this agreement, remove the advertising vinyl and seek payment in full in accordance with the contract terms and conditions. Advertiser principals shall be personally responsible for all expenses incurred including but not limited to accrued rent, collection, and/or attorney's fees that Canyon Outdoor Media, LLC may incur in the collection of rental due.

Comments: Production cost \$600.00 - Client to provide artwork.

This agreement constitutes the entire agreement between the parties and may not be changed, altered or modified without written consent of the parties hereto.

Agreed upon this 16 day of October, 2014


Canyon Outdoor Media, LLC (Allen Nettleton)


Advertiser (Signature)

DEF00223

000282

the sky's the limit



The agency / advertiser (undersigned) hereby contracts with **Canyon Outdoor Media, LLC** for the outdoor advertising face(s) and products named herein, upon all the terms and conditions set forth in this agreement for the period specified below, billing to commence on the start date referenced below. This agreement covers the following:

Advertiser: Middle Creek Dental **Contact:** Shaun Christensen **Ph:** 208-466-7424
Cell: _____

Billing Address: 155 S Midland Blvd.
Suite/Floor: _____ **City:** Nampa **ST:** ID **Zip:** 83686 **Fax:** 466-7512

Rental Location(s): Sign 13RHR @ 1420 Midland Rd., Nampa

Contract Start Date: November 15, 2014 **Contract End Date:** May 14, 2015

Monthly Rate Per Face: \$500.00 **Number of Faces:** 01 **Total Amount Per Month:** \$500.00

Artwork: Advertiser may provide camera ready / digital artwork / layout OR Advertiser may elect to have Canyon Outdoor Media, LLC provide artwork, based upon advertisers' recommendations.

Advertising Vinyl Production and Installation: ~~The charge for producing artwork and vinyl is \$800.00 (see comments below).~~ Advertiser will receive a final artwork proof for approval prior to vinyl production. Canyon Outdoor Media, LLC reserves the right to refuse advertising copy which it considers to be in violation of existing laws, offensive, false, misleading or deceptive.

Extensions: Extensions will be charged at an additional rate of \$25.00 a square foot.

Payment Terms & Conditions: First month's rent is required by Canyon Outdoor Media, LLC upon contract execution. Second month's payment shall be due within thirty (30) days of receipt of invoice. If payment is not received in a timely manner by Canyon Outdoor Media, LLC, then Canyon Outdoor Media, LLC shall have the right to cancel this agreement, remove the advertising vinyl and seek payment in full in accordance with the contract terms and conditions. Advertiser principals shall be personally responsible for all expenses incurred including but not limited to accrued rent, collection, and/or attorney's fees that Canyon Outdoor Media, LLC may incur in the collection of rental due.

Comments: Production FREE on this contract - Client to provide artwork. One month FREE on the Digital Board located @ 1614 Karcher Rd, Nampa based on availability.

This agreement constitutes the entire agreement between the parties and may not be changed, altered or modified without written consent of the parties hereto.

Agreed upon this 16 day of October, 2014


Canyon Outdoor Media, LLC (Allen Nettleton)


Advertiser (Signature)

DEF00224

000283

EXHIBIT D

EXHIBIT B - NEW CONTRACTS

#12 TVR Heating &

ling

Customer	Contract Term	Amount Per Month	Invoice Number	Check Number	Date Paid	Amount Paid	NOT BILLED / OPEN INVOICES	COMMENTS
1) TVR Heating & Cooling	10/01/14 thur 09/30/15	\$1,300.00	29LHR @ 9900 Chinden Blvd	Allen Nettleton				
			October 2014 thru March 2015 -->					PAID COMMISSIONS
			5665 - April 2015	30951	3/27/2015	\$1,300.00		
			5699 - May 2015	31169	4/30/2015	\$1,300.00		
			5730 - June 2015	31301	5/29/2015	\$1,300.00		
			5757 - July 2015	31448	7/2/2015	\$1,300.00		
			5785 - August 2015	31601	7/30/2015	\$1,300.00		
			5815 - September 2015				\$1,300.00	
					TOTALS =	\$6,500.00	\$1,300.00	

DEF00234

ORIGINAL

MENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICR (BRS)

ORDER

30951



2925 S. COLE
BOISE, ID 83709
(208) 454-1113



BANNER
BANK

6850 W. FAIRVIEW AVE.
BOISE, ID 83704

98-7107/3233

3/23/2015

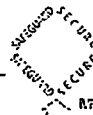
PAY TO THE
ORDER OF

Canyon Outdoor Media

\$ **1,300.00

One Thousand Three Hundred and 00/100*****DOLLARS

Canyon Outdoor Media
P.O. Box 16661
Boise, ID 83715



MEMO

THIS DOCUMENT CONTAINS BEST SENSITIVE INK TOUCH OR PRESS HERE - BEHOLD, BE DISAPPEARS WITH IT

⑈030951⑈ ⑆323371076⑆ 4206018714⑈

DEF00235

000286

31169



2925 S. COLE
BOISE, ID 83709
(208) 454-1113



BANNER
BANK

6850 W. FAIRVIEW AVE.
BOISE, ID 83704

98-7107/3233

4/27/2015

PAY TO THE
ORDER OF

Canyon Outdoor Media

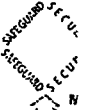
\$ **1,300.00

One Thousand Three Hundred and 00/100*****

DOLLARS

Canyon Outdoor Media
P.O. Box 16661
Boise, ID 83715

MEMO



THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. RUB OR PRESS HERE TO REVEAL MORE DISCRETE INFO.
⑈031169⑈ ⑆323371076⑆ 4206018714⑈

DEF00236

000287

31301



2925 S. COLE
BOISE, ID 83709
(208) 454-1113



6850 W. FAIRVIEW AVE.
BOISE, ID 83704

98-7107/3233

5/26/2015

PAY TO THE
ORDER OF

Canyon Outdoor Media

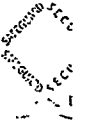
\$ **1,300.00

One Thousand Three Hundred and 00/100*****

DOLLARS

Canyon Outdoor Media
P.O. Box 16661
Boise, ID 83715

MEMO



⑈036301⑈ ⑆323371076⑆ 4206018714⑈

DEF00237

000288

ORIGIN

INVENT PRINTED ON CHEMICAL RESISTIVE PAPER WITH MICR OPT

FIGURE

31448



2925 S. COLE
BOISE, ID 83709
(208) 454-1113



6850 W. FAIRVIEW AVE.
BOISE, ID 83704

98-7107/3233

6/29/2015

PAY TO THE
ORDER OF

Canyon Outdoor Media

\$ **1,300.00

One Thousand Three Hundred and 00/100*****

DOLLARS

Canyon Outdoor Media
P.O. Box 16661
Boise, ID 83715

MEMO

SECURITY
SECURITY

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.
⑈031448⑈ ⑆323371076⑆ 4206018714⑈

DEF00238

000289

31601



2925 S. COLE
BOISE, ID 83709
(208) 454-1113



6850 W. FAIRVIEW AVE.
BOISE, ID 83704

98-7107/3233

7/27/2015

PAY TO THE
ORDER OF

Canyon Outdoor Media

\$ **1,300.00

One Thousand Three Hundred and 00/100*****

DOLLARS

Canyon Outdoor Media
P.O. Box 16661
Boise, ID 83715

MEMO



THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. THE IMAGE DISAPPEARS WHEN HEAT.

⑈031601⑈ ⑆323371076⑆ 4206018714⑈

DEF00239

000290

the sky's the limit

CANYON

Outdoor Media, LLC

The agency / advertiser (undersigned) hereby contracts with **Canyon Outdoor Media, LLC** for the outdoor advertising face(s) and products named herein, upon all the terms and conditions set forth in this agreement for the period specified below, billing to commence on the start date referenced below. This agreement covers the following:

Advertiser: TVR Heating & Cooling

Contact: Darren Driscoll

Ph: 208-323-0433
208-283-3169

Cell: 208-283-3169

Billing Address: 2925 S Cole Road

Suite/Floor: _____

City: Boise

ST: ID

Zip: 83709

Fax: 208-454-1999

Rental Location(s): Sign 29LHR @ 9900 Chinden Blvd, Boise

Contract Start Date: October 1, 2014

Contract End Date: September 30, 2015

Monthly Rate Per Face: \$1,300.00 **Number of Faces:** 01 **Total Amount Per Month:** \$1,300.00

Artwork:

Advertiser may provide camera ready / digital artwork / layout OR Advertiser may elect to have **Canyon Outdoor Media, LLC** provide artwork, based upon advertisers' recommendations.

**Advertising Vinyl
Production and
Installation:**

~~The charge for producing artwork and vinyl is \$800.00~~ (see comments below). Advertiser will receive a final artwork proof for approval prior to vinyl production. **Canyon Outdoor Media, LLC** reserves the right to refuse advertising copy which it considers to be in violation of existing laws, offensive, false, misleading or deceptive.

Extensions:

Extensions will be charged at an additional rate of \$25.00 a square foot.

**Payment Terms &
Conditions:**

First month's rent is required by **Canyon Outdoor Media, LLC** upon contract execution. Second month's payment shall be due within thirty (30) days of receipt of invoice. If payment is not received in a timely manner by **Canyon Outdoor Media, LLC**, then **Canyon Outdoor Media, LLC** shall have the right to cancel this agreement, remove the advertising vinyl and seek payment in full in accordance with the contract terms and conditions. Advertiser principals shall be **personally** responsible for all expenses incurred including but not limited to accrued rent, collection, and/or attorney's fees that **Canyon Outdoor Media, LLC** may incur in the collection of rental due.

Comments: Production Free with One Year Contract, includes Artwork, Installation and Takedown.

2nd Vinyl \$500.00

This agreement constitutes the entire agreement between the parties and may not be changed, altered or modified without written consent of the parties hereto.

Agreed upon this 02 day of September, 2014


Canyon Outdoor Media, LLC (Allen Nettleton)


Advertiser (Signature)


DEF00240

000291

EXHIBIT E

Communications et al
Kelly Amos
Box 1372
Boise, Idaho 83701

DATE 4/27/15 5175
92-372/1231

PAY TO THE ORDER OF Cornyn Cutler \$ 2600.00
Two Thousand Six Hundred 00 DOLLARS 

US BANK

FOR Billboards
Boi 2015-4 1/1/15 MP
⑆123103729⑆ 153353481476⑈5175


Certification

DEF00246

000293

Communications et al
Kelly Amos
Box 1372
Boise, Idaho 83701

5210
DATE 5-27-15 92-372/1231

PAY TO THE ORDER OF Canyon Outdoor \$ 2600.00
Two Thousand Six Hundred p.m. DOLLARS 

US BANK Billboards
FOR Boi 2015-S [Signature] MP
⑆123103729⑆ 153353481176⑈5210

Carrollan

DEF00247

000294

the sky's the limit **CANYON**
Outdoor Media, LLC

The agency / advertiser (undersigned) hereby contracts with **Canyon Outdoor Media, LLC** for the outdoor advertising face(s) and products named herein, upon all the terms and conditions set forth in this agreement for the period specified below, billing to commence on the start date referenced below. This agreement covers the following:

Advertiser: City of Caldwell (Communications ET AL) **Ph:** 208.368.9656
Cell: _____
Billing Address: 409 S. 8th Street
Suite/Floor: 209 **City:** Boise **ST:** ID **Zip:** 83607 **Fax:** _____
Rental Location(s): Sign 31RHR @ 1614 Karcher Rd, Nampa

Contract Start Date: 05/01/14 **Contract End Date:** 07/31/14

Monthly Rate Per Face: \$1,300.00 **Number of Faces:** 1 **Total Amount Per Month:** \$1,300.00 gross
gross \$ 1105.00 net

Artwork: Advertiser may provide camera ready / digital artwork / layout OR Advertiser may elect to have Canyon Outdoor Media, LLC provide artwork, based upon advertisers' recommendations.

Advertising Vinyl Production and Installation: ~~The charge for producing artwork and vinyl is \$300.00~~ (see comments below). Advertiser will receive a final artwork proof for approval prior to vinyl production. Canyon Outdoor Media, LLC reserves the right to refuse advertising copy which it considers to be in violation of existing laws, offensive, false, misleading or deceptive.

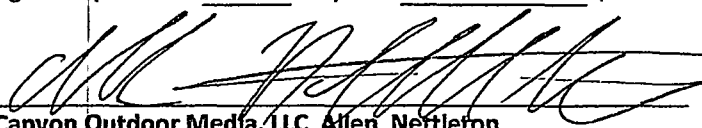
Extensions: Extensions will be charged at an additional rate of \$25.00 a square foot.

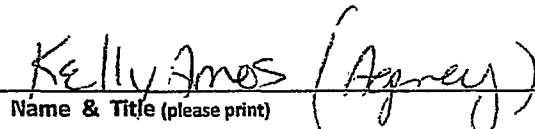

Payment Terms & Conditions: First month's rent is required by Canyon Outdoor Media, LLC upon contract execution. Second month's payment shall be due within thirty (30) days of receipt of invoice. If payment is not received in a timely manner by Canyon Outdoor Media, LLC, then Canyon Outdoor Media, LLC shall have the right to cancel this agreement, remove the advertising vinyl and seek payment in full in accordance with the contract terms and conditions. Advertiser shall be responsible for all expenses incurred including but not limited to accrued rent, collection, and/or attorney's fees that Canyon Outdoor Media, LLC may incur in the collection of rental due.

Comments: Client to provide artwork.

This agreement constitutes the entire agreement between the parties and may not be changed, altered or modified without written consent of the parties hereto.

Agreed upon this 14 day of March, 2014


Canyon Outdoor Media, LLC Allen Nettleton


Name & Title (please print)

Advertiser (Signature)

the sky's the limit

CANYON

Outdoor Media, LLC

The agency / advertiser (undersigned) hereby contracts with **Canyon Outdoor Media, LLC** for the outdoor advertising face(s) and products named herein, upon all the terms and conditions set forth in this agreement for the period specified below, billing to commence on the start date referenced below. This agreement covers the following:

Advertiser: City of Caldwell (Communications ET AL) **Contact:** Kelly Amos **Ph:** 208.368.9656
Cell: _____

Billing Address: 409 S. 8th Street
Suite/Floor: 209 **City:** Boise **ST:** ID **Zip:** 83607 **Fax:** _____

Rental Location(s): Sign 31RHR @ 1614 Karcher Rd, Nampa

Contract Start Date: April 15, 2015 **Contract End Date:** June 14, 2015

Monthly Rate Per Face: \$1,300.00 **Number of Faces:** 1 **Total Amount Per Month:** \$1,300.00

Artwork: Advertiser may provide camera ready / digital artwork / layout OR Advertiser may elect to have **Canyon Outdoor Media, LLC** provide artwork, based upon advertisers' recommendations.

Advertising Vinyl Production and Installation: ~~The charge for producing artwork and vinyl is \$800.00 (see comments below).~~ Advertiser will receive a final artwork proof for approval prior to vinyl production. **Canyon Outdoor Media, LLC** reserves the right to refuse advertising copy which it considers to be in violation of existing laws, offensive, false, misleading or deceptive.

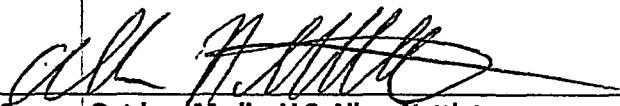
Extensions: Extensions will be charged at an additional rate of \$25.00 a square foot.

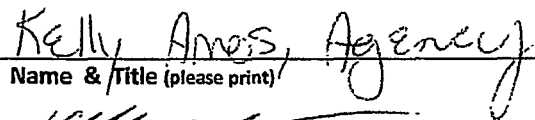
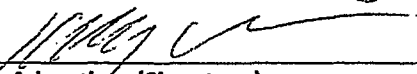
Payment Terms & Conditions: First month's rent is required by **Canyon Outdoor Media, LLC** upon contract execution. Second month's payment shall be due within thirty (30) days of receipt of invoice. If payment is not received in a timely manner by **Canyon Outdoor Media, LLC**, then **Canyon Outdoor Media, LLC** shall have the right to cancel this agreement, remove the advertising vinyl and seek payment in full in accordance with the contract terms and conditions. Advertiser shall be responsible for all expenses incurred including but not limited to accrued rent, collection, and/or attorney's fees that **Canyon Outdoor Media, LLC** may incur in the collection of rental due.

Comments: Client to provide artwork.

This agreement constitutes the entire agreement between the parties and may not be changed, altered or modified without written consent of the parties hereto.

Agreed upon this 28 day of January, 2015


Canyon Outdoor Media, LLC Allen Nettleton


Name & Title (please print)

Advertiser (Signature)

DEF00249

000296

EXHIBIT F

EXHIBIT B - NEW CONTRACTS**#16 City of Meridian**

Customer	Contract Term	Amount Per Month	Invoice Number	Check Number	Date Paid	Amount Paid	NOT BILLED / OPEN INVOICES	COMMENTS
1) City of Meridian 2) City of Meridian	05/01/14 thru 08/31/14 04/14/15 thru 07/13/15	\$1,500.00 \$1,300.00	25LHR @ 1515 E Fairview Ave 25LHR @ 1515 E Fairview Ave	Allen Nettleton				
			5651 - April 2015	5175	5/8/2015	\$1,300.00		
			5683 - May 2015	5210	6/5/2015	\$1,300.00		
			5715 - June 2015	5715	7/16/2015	\$1,300.00		
					TOTALS =	\$3,900.00	\$0.00	

DEF00253

the sky's the limit **CANYON**
Outdoor Media, LLC

The agency / advertiser (undersigned) hereby contracts with **Canyon Outdoor Media, LLC** for the outdoor advertising face(s) and products named herein, upon all the terms and conditions set forth in this agreement for the period specified below, billing to commence on the start date referenced below. This agreement covers the following:

Advertiser: City of Meridian (Communications ET AL) **Ph:** 208.368.9656
Cell: _____

Billing Address: 409 S. 8th Street
Suite/Floor: 209 **City:** Boise **ST:** ID **Zip:** 83607 **Fax:** _____

Rental Location(s): Sign 25LHR @ 1515 E Fairview Ave, Meridian

Contract Start Date: 05/01/14 **Contract End Date:** 08/31/15

Monthly Rate Per Face: \$1,500.00 **Number of Faces:** 1 **Total Amount Per Month:** \$1,500.00 GROSS
GROSS 1275.00 NET

Artwork: Advertiser may provide camera ready / digital artwork / layout OR Advertiser may elect to have Canyon Outdoor Media, LLC provide artwork, based upon advertisers' recommendations.

Advertising Vinyl Production and Installation: ~~The charge for producing artwork and vinyl is \$800.00~~ (see comments below). Advertiser will receive a final artwork proof for approval prior to vinyl production. Canyon Outdoor Media, LLC reserves the right to refuse advertising copy which it considers to be in violation of existing laws, offensive, false, misleading or deceptive.

Extensions: Extensions will be charged at an additional rate of \$25.00 a square foot.

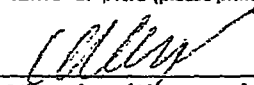
Payment Terms & Conditions: First month's rent is required by Canyon Outdoor Media, LLC upon contract execution. Second month's payment shall be due within thirty (30) days of receipt of invoice. If payment is not received in a timely manner by Canyon Outdoor Media, LLC, then Canyon Outdoor Media, LLC shall have the right to cancel this agreement, remove the advertising vinyl and seek payment in full in accordance with the contract terms and conditions. Advertiser shall be responsible for all expenses incurred including but not limited to accrued rent, collection, and/or attorney's fees that Canyon Outdoor Media, LLC may incur in the collection of rental due.

Comments: Client to provide artwork .

This agreement constitutes the entire agreement between the parties and may not be changed, altered or modified without written consent of the parties hereto.

Agreed upon this 14 day of March, 2014


Canyon Outdoor Media, LLC Allen Nettleton

Kelly Amos, Agency
Name & Title (please print)

Advertiser (Signature)

DEF00254

000299

the sky's the limit **CANYON**
Outdoor Media, LLC

The agency / advertiser (undersigned) hereby contracts with **Canyon Outdoor Media, LLC** for the outdoor advertising face(s) and products named herein, upon all the terms and conditions set forth in this agreement for the period specified below; billing to commence on the start date referenced below. This agreement covers the following:

Advertiser: City of Meridian (Communications ET AL) **Contact:** Kelly Amos **Ph:** 208.368.9656
Cell: _____

Billing Address: 409 S. 8th Street
Suite/Floor: 209 **City:** Boise **ST:** ID **Zip:** 83607 **Fax:** _____

Rental Location(s): Sign 25LHR @ 1515 E Fairview Ave, Meridian

Contract Start Date: April 14, 2015 **Contract End Date:** July 13, 2015

Monthly Rate Per Face: \$1,300.00 **Number of Faces:** 1 **Total Amount Per Month:** \$1,300.00

Artwork: Advertiser may provide camera ready / digital artwork / layout OR Advertiser may elect to have **Canyon Outdoor Media, LLC** provide artwork, based upon advertisers' recommendations.

Advertising Vinyl Production and Installation: ~~The charge for producing artwork and vinyl is \$800.00 (see comments below).~~ Advertiser will receive a final artwork proof for approval prior to vinyl production. **Canyon Outdoor Media, LLC** reserves the right to refuse advertising copy which it considers to be in violation of existing laws, offensive, false, misleading or deceptive.

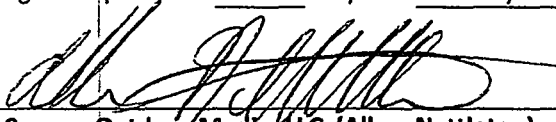
Extensions: Extensions will be charged at an additional rate of \$25.00 a square foot.

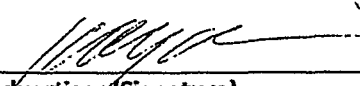
Payment Terms & Conditions: First month's rent is required by **Canyon Outdoor Media, LLC** upon contract execution. Second month's payment shall be due within thirty (30) days of receipt of invoice. If payment is not received in a timely manner by **Canyon Outdoor Media, LLC**, then **Canyon Outdoor Media, LLC** shall have the right to cancel this agreement, remove the advertising vinyl and seek payment in full in accordance with the contract terms and conditions. Advertiser shall be responsible for all expenses incurred including but not limited to accrued rent, collection, and/or attorney's fees that **Canyon Outdoor Media, LLC** may incur in the collection of rental due.

Comments: Client to provide artwork.

This agreement constitutes the entire agreement between the parties and may not be changed, altered or modified without written consent of the parties hereto.

Agreed upon this 28 day of January, 2015


Canyon Outdoor Media, LLC (Allen Nettleton)

Kelly Amos, Agency
Name & Title (please print)

Advertiser (Signature)

DEF00255

000300

EXHIBIT G

Statement

Date

4/30/2016

To:

Aaron Tribble Law
Aaron Tribble
1191 E Iron Eagle Drive
Suite 200
Eagle, ID 83616

Amount Due

\$3,500.00

Amount Enc.

Date	Transaction	Amount	Balance
12/31/2014	Balance forward		0.00
03/02/2015	INV #5642. Due 02/27/2015. --- Sign 22, 1 @ \$1,400.00 = 1,400.00	1,400.00	1,400.00
03/06/2015	PMT #1021. Invoice 5642 - March 2015 Rent	-1,400.00	0.00
04/01/2015	INV #5645. Due 04/01/2015. --- Sign 22, 1 @ \$1,400.00 = 1,400.00	1,400.00	1,400.00
04/30/2015	PMT #1025. Invoice 5645 - April 2015 Rent	-1,400.00	0.00
05/01/2015	INV #5678. Due 05/01/2015. --- Sign 22, 1 @ \$1,400.00 = 1,400.00 --- Sign 25 \$0.00	1,400.00	1,400.00
06/01/2015	INV #5711. Due 06/01/2015. --- Sign 22, 1 @ \$1,400.00 = 1,400.00	1,400.00	2,800.00
06/26/2015	PMT #1037. Invoice 5678 & 5711 - May & June 2015 Rent	-2,800.00	0.00
07/01/2015	INV #5740. Due 07/01/2015. --- Sign 22, 1 @ \$1,400.00 = 1,400.00	1,400.00	1,400.00
08/03/2015	INV #5766. Due 08/01/2015. --- Sign 22, 1 @ \$1,400.00 = 1,400.00	1,400.00	2,800.00
09/01/2015	INV #5795. Due 09/01/2015. --- Sign 22, 1 @ \$1,400.00 = 1,400.00	1,400.00	4,200.00
10/01/2015	INV #5823. Due 10/01/2015. --- Sign 22, 1 @ \$1,400.00 = 1,400.00	1,400.00	5,600.00
11/02/2015	INV #5853. Due 11/01/2015. --- Sign 22, 1 @ \$700.00 = 700.00	700.00	6,300.00
12/01/2015	INV #5881. Due 12/01/2015. --- Sign 22, 1 @ \$1,400.00 = 1,400.00	1,400.00	7,700.00

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	TOTAL AMOUNT DUE
0.00	0.00	0.00	0.00	3,500.00	\$3,500.00

Statement

Date

4/30/2016

To:

Aaron Tribble Law
Aaron Tribble
1191 E Iron Eagle Drive
Suite 200
Eagle, ID 83616

Amount Due

\$3,500.00

Amount Enc.

Date	Transaction	Amount	Balance
12/01/2015	CREDMEM #5915. --- Sign 22 \$-1,400.00 ---	-1,400.00	6,300.00
12/07/2015	--- NOTE: Credit for Inv # 5881 - this board was sold to KTSY for December 2015 per Jeff. PMT #7420. Invoice 5740 & 5766 - July & August 2015 Rent	-2,800.00	3,500.00

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	TOTAL AMOUNT DUE
0.00	0.00	0.00	0.00	3,500.00	\$3,500.00

EAGLE LAW CENTER, LL
1191 E. Iron Eagle Drive, Ste. 200
Eagle, Idaho 83616

AARON J. TRIBBLE
ATTORNEY AT LAW



Telephone 208.938.9500
Fax 208.938.9504
Aaron@EagleLawCenter.com
www.eaglelawcenter.com

Licensed in Idaho and Washington

9-10-15

Canyon Outdoor Media, LLC
PO Box 16661
Boise, ID 83715

Re: Billboard

Dear Canyon Outdoor Media,

Thank you for the use of your billboard these past many months. However, this billboard was put up much later than promised and has not produced nearly any results. By my current count, three people have called me as a result of seeing my billboard. At this current rate, I will be out of business in a very short period of time. I'm hereby breaching my contract with you for the rent of that billboard.

In this situation, you have an obligation to mitigate your damages, meaning you must find another tenant to rent the billboard. Obviously I bear some responsibility in this matter too. Because of that, I am enclosing a check for \$1,400 to settle this matter fully. You may take down my ad immediately and begin finding another tenant to rent it.

Just to be on the same page, my billboard ad went up on March 23, 2015, and the rent is \$1,400 per month. To date, I have paid you \$5,600. So, I owe you \$2,800 to bring my rent current through September 23, 2015. I am enclosing that money as well. The separate check of \$1,400 is to settle the matter fully. If you accept this offer to settle, then just deposit the check. I'm not happy that I've had to make this decision to breach, however, my current burn rate of capital will leave me bankrupt within a couple of months if I continue without any return on my advertising investment. I hope you understand.

Sincerely,

Aaron J. Tribble

Attorney at Law

DEF008629 000904

AARON J. TRIBBLE
dba TRIBBLE LAW FIRM
1191 E. IRON EAGLE DR., STE. 200
EAGLE, ID 83616
(208) 938-9500

92-0384/1241

1025

DATE

April 20, 2015

PAY TO THE
ORDER OF

Campus Outdoor Media

\$ 1,400.00

Fourteen hundred and 00/100

DOLLARS



Security
Features
Included.
Details on back

IdahoTrust

888 W. BROAD STREET
BOISE, IDAHO 83702

FOR

Billboard

AUTHORIZED SIGNATURE

SECURED
SECURED
SECURED

⑈001025⑈ ⑆124103841⑆1010105920⑈

DEF00256

000305

AARON J. TRIBBLE
dba TRIBBLE LAW FIRM
1191 E. IRON EAGLE DR., STE. 200
EAGLE, ID 83616
(208) 938-9500

92-0384/1241

1037

DATE June 19, 2015

PAY TO THE
ORDER OF

Canyon Outdoor Media

\$ 2,800.00

Two thousand eight hundred and 00/100

DOLLARS



Security
Features
Included
Details on back

IdahoTrust

888 W. BROAD STREET
BOISE, IDAHO 83702

IS FOR

May 1, June

AUTHORIZED SIGNATURE

SECURE
SECURE
SECURE

⑈001037⑈ ⑆124103841⑆1010105920⑈

DEF00257

000306

the sky's the limit **CANYON**
Outdoor Media, LLC

The agency / advertiser (undersigned) hereby contracts with **Canyon Outdoor Media, LLC** for the outdoor advertising face(s) and products named herein, upon all the terms and conditions set forth in this agreement for the period specified below, billing to commence on the start date referenced below. This agreement covers the following:

Advertiser: Aaron Tribble Law **Contact:** Aaron Tribble **Ph:** 208-938-9500
Cell: 208-310-3272
Billing Address: 1191 E Iron Eagle Drive
Suite/Floor: 200 **City:** Eagle **ST:** ID **Zip:** 83616 **Fax:** 208-938-9504
Rental Location(s): Sign 22LHR @ 7800 W State St, Boise

Contract Start Date: March 16, 2015 **Contract End Date:** March 15, 2016

Monthly Rate Per Face: \$1,400.00 **Number of Faces:** 01 **Total Amount Per Month:** \$1,400.00

Artwork: Advertiser may provide camera ready / digital artwork / layout OR Advertiser may elect to have **Canyon Outdoor Media, LLC** provide artwork, based upon advertisers' recommendations.

Advertising Vinyl Production and Installation: ~~The charge for producing artwork and vinyl is \$800.00 (see comments below).~~ Advertiser will receive a final artwork proof for approval prior to vinyl production. **Canyon Outdoor Media, LLC** reserves the right to refuse advertising copy which it considers to be in violation of existing laws, offensive, false, misleading or deceptive.

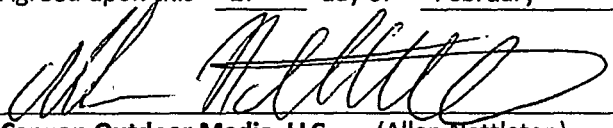
Extensions: Extensions will be charged at an additional rate of \$25.00 a square foot.

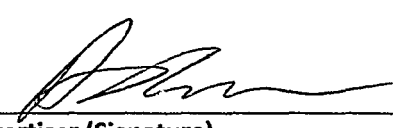
Payment Terms & Conditions: First month's rent is required by **Canyon Outdoor Media, LLC** upon contract execution. Second month's payment shall be due within thirty (30) days of receipt of invoice. If payment is not received in a timely manner by **Canyon Outdoor Media, LLC**, then **Canyon Outdoor Media, LLC** shall have the right to cancel this agreement, remove the advertising vinyl and seek payment in full in accordance with the contract terms and conditions. Advertiser principals shall be **personally** responsible for all expenses incurred including but not limited to accrued rent, collection, and/or attorney's fees that **Canyon Outdoor Media, LLC** may incur in the collection of rental due.

Comments: Free Production with 12 Month Contract. Additional Vinyl & Installation @ \$600.00. And One Month Free on the Digital Board located @ 1515 E Fairview Ave.

This agreement constitutes the entire agreement between the parties and may not be changed, altered or modified without written consent of the parties hereto.

Agreed upon this 27 day of February, 2015


Canyon Outdoor Media, LLC (Allen Nettleton)


Advertiser (Signature)

DEF00259

000307

EXHIBIT H



RIMCO, INC.
DBA IDAHO WRECKER SALES
3195 INDUSTRIAL WAY
MOUNTAIN HOME, ID 83647
(208) 587-2888

ZIONS FIRST NATIONAL BANK
1-800-789-BANK(2265)
zionsbank.com

30396

31-5/1240
428

3/9/2015

PAY TO THE ORDER OF Canyon Outdoor Media, LLC

\$ **1,600.00

One Thousand Six Hundred and 00/100*****

DOLLARS 6

Canyon Outdoor Media, LLC

MEMO

Invoice#5672

AUTHORIZED SIGNATURE

⑈030396⑈ ⑆124000054⑆ 428 00148 1⑈

DEF00264

000309

the sky's the limit **CANYON**
Outdoor Media, LLC

The agency / advertiser (undersigned) hereby contracts with **Canyon Outdoor Media, LLC** for the outdoor advertising face(s) and products named herein, upon all the terms and conditions set forth in this agreement for the period specified below, billing to commence on the start date referenced below. This agreement covers the following:

Advertiser: Idaho Wrecker Sales **Contact:** Danielle Stubblefield **Ph:** 208-587-2888

Cell: _____

Billing Address: 3190 Industrial Way

Suite/Floor: _____ **City:** Mountain Home **ST:** ID **Zip:** 83647 **Fax:** 208-587-7155

Rental Location(s): Sign 02LHR @ Cole Road, Boise

Contract Start Date: April 01, 2015 **Contract End Date:** September 30, 2015

Monthly Rate Per Face: \$1,000.00 **Number of Faces:** 01 **Total Amount Per Month:** \$1,000.00

Artwork: Advertiser may provide camera ready / digital artwork / layout OR Advertiser may elect to have **Canyon Outdoor Media, LLC** provide artwork, based upon advertisers' recommendations.

Advertising Vinyl Production and Installation: ~~The charge for producing artwork and vinyl is \$300.00~~ (see comments below). Advertiser will receive a final artwork proof for approval prior to vinyl production. **Canyon Outdoor Media, LLC** reserves the right to refuse advertising copy which it considers to be in violation of existing laws, offensive, false, misleading or deceptive.

Extensions: Extensions will be charged at an additional rate of \$25.00 a square foot.

Payment Terms & Conditions: First month's rent is required by **Canyon Outdoor Media, LLC** upon contract execution. Second month's payment shall be due within thirty (30) days of receipt of invoice. If payment is not received in a timely manner by **Canyon Outdoor Media, LLC**, then **Canyon Outdoor Media, LLC** shall have the right to cancel this agreement, remove the advertising vinyl and seek payment in full in accordance with the contract terms and conditions. Advertiser shall be responsible for all expenses incurred including but not limited to accrued rent, collection, and/or attorney's fees that **Canyon Outdoor Media, LLC** may incur in the collection of rental due.

Comments: Production - Vinyl & Installation @ \$600.00. Client to provide artwork.

This agreement constitutes the entire agreement between the parties and may not be changed, altered or modified without written consent of the parties hereto.

Agreed upon this 09 day of March, 2015


Canyon Outdoor Media, LLC (Allen Nettleton)

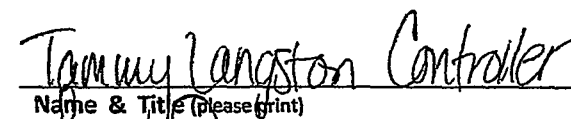


Name & Title (please print)

Advertiser (Signature)
Date Signed 3-9-15

EXHIBIT I

Taxable wages Report 01/01/15 To 12/31/15
CANYON OUTDOOR MEDIA LLC

Date	Gross Pay	FW Sal	FICA Sal Fica Tax	MDCR Sal MDCR Tax	W/H St.	STATE Sal	FUTA Sal FUTA Tax	SUI St.	SUI Gross	SUI Txd SUI Tax	Training Tax	Sum Tax	1099 PAY	check
GRANT, TINA K (0105)														
08/14/15	385.00	385.00	385.00 23.87	385.00 5.58	ID	385.00	385.00 2.31	ID	385.00	385.00 6.10		37.86		10017
08/31/15	384.00				ID			ID					384.00	DIRDEP
08/31/15		-385.00	-385.00 -23.87	-385.00 -5.58	ID	-385.00	-385.00 -2.31	ID	-385.00	-385.00 -6.10		-37.86	385.00	10022
08/15/15	360.00				ID			ID					360.00	DIRDEP
09/30/15	420.00				ID			ID					420.00	DIRDEP
10/15/15	512.40				ID			ID						DIRDEP
10/30/15	528.00				ID			ID						DIRDEP
11/13/15	456.00				ID			ID						DIRDEP
11/30/15	458.16	458.16	458.16 28.41	458.16 6.64	ID	458.16	458.16 2.75	ID	458.16	458.16 7.26		45.06		DIRDEP
12/15/15	577.68	577.68	577.68 35.82	577.68 8.38	ID	577.68	577.68 3.47	ID	577.68	577.68 9.16		56.83		DIRDEP
12/31/15	438.24	438.24	438.24 27.17	438.24 6.35	ID	438.24	438.24 2.63	ID	438.24	438.24 6.95		43.10		DIRDEP
	4519.48	1474.08	1474.08 91.40	1474.08 21.37		1474.08	1474.08 8.85		1474.08	1474.08 23.37	0.00	144.99	1549.00	
	4519.48	1474.08	1474.08 91.40	1474.08 21.37		1474.08	1474.08 8.85		1474.08	1474.08 23.37	0.00	144.99	1549.00	

DEF0006301
000812

Taxable wages Report 01/01/16 To 05/05/16
CANYON OUTDOOR MEDIA LLC

Date	Gross Pay	F/W Sal	FICA Sal Fica Tax	MDCR Sal MDCR Tax	W/H Sl.	STATE Sal	FUTA Sal FUTA Tax	SUI Sl.	SUI Gross	SUI Txd SUI Tax	Training Tax	Sum Tax	1099 PAY	check
GRANT, TINA K (0105)														
01/15/16	517.92	517.92	517.92 32.11	517.92 7.51	ID	517.92	517.92 3.11	ID	517.92	517.92 7.71		50.44		DIRDEP
01/29/16	491.36	491.36	491.36 30.46	491.36 7.12	ID	491.36	491.36 2.95	ID	491.36	491.36 7.31		47.84		DIRDEP
02/12/16	491.36	491.36	491.36 30.46	491.36 7.12	ID	491.36	491.36 2.95	ID	491.36	491.36 7.31		47.84		DIRDEP
02/29/16	444.88	444.88	444.88 27.58	444.88 6.45	ID	444.88	444.88 2.67	ID	444.88	444.88 6.62		43.32		DIRDEP
03/15/16	557.76	557.76	557.76 34.56	557.76 8.00	ID	557.76	557.76 3.35	ID	557.76	557.76 8.30		54.32		DIRDEP
04/07/16	531.20	531.20	531.20 32.93	531.20 7.70	ID	531.20	531.20 3.19	ID	531.20	531.20 7.90		51.72		DIRDEP
04/20/16	511.28	511.28	511.28 31.70	511.28 7.41	ID	511.28	511.28 3.07	ID	511.28	511.28 7.61		49.79		DIRDEP
05/05/16	531.20	531.20	531.20 32.93	531.20 7.70	ID	531.20	531.20 3.19	ID	531.20	531.20 7.90		51.72		DIRDEP
	4076.96	4076.96	4076.96 252.75	4076.96 59.10		4076.96	4076.96 24.48		4076.96	4076.96 60.66	0.00	396.99	0.00	
	4076.96	4076.96	4076.96 252.75	4076.96 59.10		4076.96	4076.96 24.48		4076.96	4076.96 60.66	0.00	396.99	0.00	

DEF0006313
000013

EXHIBIT J

Empl Detail Earnings from 01/01/15 To 12/31
CANYON OUTDOOR MEDIA LLC

Date	Regpay Ot Pay Dt Pay	Tips Meals Vac	Sick Holiday Other	COMMISS MED BENE DRAW	1099 WAG PHONE RE CAR ALLO	Gross Pay Net Pay Dir Pay	Fica Medicare Fed WT	State SDI SUI WH	Local1 Local2 Local3 Local4 Local5 EIC	ADVANC	.	.	.	.	.	.	Check
MARTIN, SUSAN A (0102)																	
03/20/15	1412.40					1454.07 41.67 1205.35	87.57 20.48 94.67	48.00									DIRDEF
04/15/15	1360.80					1420.80 60.00 1187.77	84.37 18.73 86.93	42.00									DIRDEF
04/30/15	1280.40					1340.40 60.00 1130.91	79.38 18.57 75.54	38.00									DIRDEF
05/15/15	1275.45					1335.45 60.00 1126.83	79.08 18.49 75.05	36.00									DIRDEF
05/29/15	1039.50					1099.50 60.00 948.53	64.45 15.07 51.45	20.00									DIRDEF
06/15/15	924.00					984.00 60.00 859.41	57.29 13.40 39.90	14.00									DIRDEF
06/30/15	693.00					753.00 60.00 679.18	42.97 10.05 16.80	4.00									DIRDEF

Payrolls by: THE PAYROLL COMPANY
Page Number: 1

Empl Detail Earnings from 01/01/15 To 12/31
CANYON OUTDOOR MEDIA LLC

Date	Regpay Ot Pay Dt Pay	Tips Meals Vac	Sick Holiday Other	COMMISS MED BENE DRAW	1099 WAG PHONE RE CAR ALLO	Gross Pay Net Pay Dir Pay	Fica Mdcare Fed WT	State SDI SUI WH	Local1 Local2 Local3 Local4 Local5 EIC	ADVANC	-	-	-	-	-	-	Check
07/15/15	1388.00				60.00	1446.00 1205.28	85.93 20.10 90.71	44.00									DIRDEF
07/31/15	1039.50				60.00	1099.50 948.53	64.45 15.07 51.45	20.00									DIRDEF
08/14/15	1039.50				60.00	1099.50 948.53	64.45 15.07 51.45	20.00									DIRDEF
08/31/15	924.00				60.00	984.00 859.41	57.29 13.40 39.90	14.00									DIRDEF
09/15/15	1039.50				60.00	1099.50 948.53	64.45 15.07 51.45	20.00									DIRDEF
09/30/15	1039.50				60.00	1099.50 948.53	64.45 15.07 51.45	20.00									DIRDEF
10/15/15	1155.00				60.00	1215.00 1036.64	71.61 16.75 63.00	27.00									DIRDEF
10/30/15	1039.50					1099.50	64.45	20.00									DIRDEF

Payrolls by: THE PAYROLL COMPANY
Page Number: 2

Emp e Detail Earnings from 01/01/15 To 12/31
C YON OUTDOOR MEDIA LLC

Date	Regpay Ot Pay Dt Pay	Tips Meals Vac	Sick Holiday Other	COMMISS MED BENE DRAW	1099 WAG PHONE RE CAR ALLO	Gross Pay Net Pay Dir Pay	Fica Medicare Fed WT	State SDI SUI WH	Local1 Local2 Local3 Local4 Local5 EIC	ADVANC	.	.	.	.	.	.	Check
					60.00	948.53	15.07 51.45										
11/13/15	998.50				60.00	1056.50 916.12	61.78 14.45 47.15	17.00									DIRDEF
11/30/15	924.00				60.00	984.00 859.41	57.29 13.40 39.90	14.00									DIRDEF
11/30/15				1400.00		1400.00 1155.09	86.80 20.30 92.81	45.00									DIRDEF
12/15/15	844.80				60.00	904.80 798.19	52.38 12.25 31.98	10.00									DIRDEF
12/31/15	1179.75				60.00	1239.75 1055.02	73.14 17.11 65.48	29.00									DIRDEF
	20593.10 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	1400.00 0.00 0.00	0.00 0.00 1121.67	23114.77 0.00 19765.77	1363.58 318.90 1168.52	498.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	
	20593.10 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	1400.00 0.00 0.00	0.00 0.00 1121.67	23114.77 0.00 19765.77	1363.58 318.90 1168.52	498.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	

Payrolls by: THE PAYROLL COMPANY

Page Number: 3

EXHIBIT K

Canyon Outdoor Media

From: Canyon Outdoor Media <info@canyonoutdoormedia.com>
Sent: Tuesday, February 24, 2015 11:44 AM
To: allen@canyonoutdoormedia.com
Cc: 'Canyon Outdoor Media'
Subject: FW: Uncollectable Contracts

Follow Up Flag: Follow up
Flag Status: Flagged

Allen – please see below – this is effective immediately - thank you - Susan

From: curtis massood [mailto:curtis3338@earthlink.net]
Sent: Monday, February 23, 2015 7:30 PM
To: Canyon Outdoor Media
Subject: Re: Uncollectable Contracts

Sounds correct. go ahead and send it.

-----Original Message-----

From: Canyon Outdoor Media
Sent: Feb 23, 2015 4:29 PM
To: 'curtis massood'
Subject: Uncollectable Contracts

UNCOLLECTABLE ACCOUNTS

Any contract that goes 180 days uncollected automatically goes into default.

DEFAULT

Once an account goes into default – all commissions paid get refunded to Canyon Outdoor Media and future commissions are Null & Void.

EXCEPTIONS

The only person authorized to make any exception is Curtis Massood and he is under no obligation to do so.

EXHIBIT L

The sky's the limit **CANYON**

Outdoor Media, LLC

The agency / advertiser (hereinafter "Party") contracts with Canyon Outdoor Media, LLC for the outdoor advertising (herein) and products listed herein, upon all the terms and conditions set forth in this agreement for the period specified below, beginning to commence on the start date referenced herein. This agreement governs the following:

Advertiser: Funk Lewis & Associates Agency of Record for Home Federal Bank

Contact: Tal Locke

Ph: 541-485-3932

Cell: 541-246-7045

Billing Address: 931 Oak Street

Website:

City: Eugene

St: OR

Zip: 97401

Fax: 541-485-3450

Billboard Locations: Sign # 26 RHR @ Fairview and N Locust Grove, Meridian Idaho
Sign # 07 LHR @ 1636 Garrity Blvd, Nampa Idaho

Contract Start Date: January 1st 2014

Contract End Date:

March 31st 2014

Monthly Rate Per Face:

26R \$1,000
07L \$ 700

Number of Faces:

2

Total Amount Per Month:

\$1,700.00

Artwork:

Advertiser may provide camera ready / digital artwork - (spot OR Advertiser may elect to have Canyon Outdoor Media, LLC provide artwork, based upon advertisers' recommendations)

**Advertising Vinyl
Production and
Installation:**

The charge for producing artwork, vinyl print and installation is \$620.00. Advertiser will receive a final artwork proof for approval prior to vinyl production. Canyon Outdoor Media, LLC reserves the right to refuse advertising copy which it considers to be in violation of existing laws, offensive, false, misleading or deceptive.

Extensions:

Extensions will be charged at an additional rate of \$25.00 a square foot.

**Payment Terms &
Conditions:**

First month's rent is required by Canyon Outdoor Media, LLC upon contract execution. Second month's payment shall be due within thirty (30) days of receipt of invoice. If payment is not received in a timely manner by Canyon Outdoor Media, LLC then Canyon Outdoor Media, LLC shall have the right to cancel this agreement, remove the advertising vinyl and seek payment in full in accordance with the contract terms and conditions. Advertiser and/or principal's shall be personally responsible for all expenses incurred including but not limited to accrued rent, collection, and/or attorney's fees that Canyon Outdoor Media, LLC may incur in the execution of rental due to this contract is subject to final approval.

Comments:

Client to provide artwork

This agreement constitutes the entire agreement between the parties and may not be changed, altered or modified without written consent of the parties herein.

Agreed upon this 11th day of October, 2013


Canyon Outdoor Media, LLC Eric Lemoine


Advertiser (Signature)

DEF00186

000321

the sky's the limit

CANYON

Outdoor Media, LLC

The agency / advertiser (undersigned) hereby contracts with Canyon Outdoor Media, LLC for the outdoor advertising face(s) and products named herein, upon all the terms and conditions set forth in this agreement for the period specified below, billing to commence on the start date referenced below. This agreement covers the following:

Advertiser: Bank of the Cascades - Alice Rhoades TBD Agency for **Ph:** 541.388.7558
Cell:

Billing Address: 1000 NW Wall Street
Suite/Floor: 201 **City:** Bend **ST:** OR **Zip:** 97701 **Fax:** 541.388.7532

Rental Location(s): Sign 07LHR @ 1636 Garrity Blvd, Nampa

Contract Start Date: 04/01/14 **Contract End Date:** 03/31/15

Monthly Rate Per Face: \$700.00 **Number of Faces:** 1 **Total Amount Per Month:** \$700.00

Artwork: Advertiser may provide camera ready / digital artwork / layout OR Advertiser may elect to have Canyon Outdoor Media, LLC provide artwork, based upon advertisers' recommendations.

Advertising Vinyl Production and Installation: The charge for producing artwork and vinyl is ~~\$800.00~~ (see comments below). Advertiser will receive a final artwork proof for approval prior to vinyl production. Canyon Outdoor Media, LLC reserves the right to refuse advertising copy which it considers to be in violation of existing laws, offensive, false, misleading or deceptive.

Extensions: Extensions will be charged at an additional rate of \$25.00 a square foot.

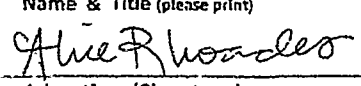
Payment Terms & Conditions: First month's rent is required by Canyon Outdoor Media, LLC upon contract execution. Second month's payment shall be due within thirty (30) days of receipt of invoice. If payment is not received in a timely manner by Canyon Outdoor Media, LLC, then Canyon Outdoor Media, LLC shall have the right to cancel this agreement, remove the advertising vinyl and seek payment in full in accordance with the contract terms and conditions. Advertiser shall be responsible for all expenses incurred including but not limited to accrued rent, collection, and/or attorney's fees that Canyon Outdoor Media, LLC may incur in the collection of rental due.

Comments: Client to provide artwork.

This agreement constitutes the entire agreement between the parties and may not be changed, altered or modified without written consent of the parties hereto.

Agreed upon this 2 day of April, 2014


Canyon Outdoor Media, LLC Allen Nettleton

Alice Rhoades Account Manager
Name & Title (please print)

Advertiser (Signature)

go anywhere

EXHIBIT M

IDAHO SECRETARY OF STATE

05/16/2014 05:00

E:135123 CT:1177 BH:1425107

30.00 = 30.00 STMT MERGE #2

C191257

FILED EFFECTIVE

2014 MAY 16 PM 12:14

SECRETARY OF STATE
STATE OF IDAHO

STATEMENT OF MERGER

of

HOME FEDERAL BANK,

an Idaho corporation,

with and into

BANK OF THE CASCADES,

an Oregon corporation

*In accordance with the
Idaho Interstate Branching Act
(Idaho Code §§ 26-1601 et seq.)*

Home Federal Bank, an Idaho corporation ("**Home Federal**"), and Bank of the Cascades, an Oregon corporation ("**BOTC**"), do hereby certify as follows:

1. Home Federal and BOTC have entered into an Agreement and Plan of Merger (the "**Merger Plan**") dated as of October 23, 2013. Pursuant to the Merger Plan, Home Federal is being merged with and into BOTC, with BOTC being the surviving corporation in the Merger (the "**Surviving Corporation**").

2. The Merger shall be effective at the later of (i) May 16, 2014 at 11:59 pm (ET), (ii) the filing of the Articles of Merger with the Secretary of State of the State of Oregon or (iii) the filing of this Statement of Merger with the Secretary of State of the State of Idaho.

3. The Merger Plan was duly authorized and approved by the Board of Directors and the sole shareholder of Home Federal in accordance with Section 30-1-1101 et seq. Idaho Business Corporation Act.


4. The Merger Plan was duly authorized and approved by the Board of Directors and the sole shareholder of BOTC in accordance with the Oregon Business Corporation Act §§ 60.001 et seq.

5. The certificate of incorporation and bylaws of BOTC shall continue to be the certificate of incorporation and bylaws of the Surviving Corporation on and after the Effective Date.

6. The address of the Surviving Corporation where copies of process may be sent by the Idaho Secretary of State is 121 North 9th Street, #100, Boise, Idaho 83702.

HOME FEDERAL BANK

Dated: May 16, 2014

By: 
Len E. Williams
Its: President and Chief Executive Officer

BANK OF THE CASCADES:

Dated: May 16, 2014

By: 
Terry E. Zink
Its: President and Chief Executive Officer

CERTIFICATE OF APPROVAL

I, the undersigned, Director of the Department of Finance, State of Idaho, do hereby certify that I have approved for filing the attached Statement of Merger of Home Federal Bank and Bank of the Cascades with the Idaho Secretary of State.

IDAHO DEPARTMENT OF FINANCE

By: 

Gavin Gee, Director

EXHIBIT N

the sky's the limit **CANYON**
Outdoor Media, LLC

The agency / advertiser (undersigned) hereby contracts with **Canyon Outdoor Media, LLC** for the outdoor advertising face(s) and products named herein, upon all the terms and conditions set forth in this agreement for the period specified below, billing to commence on the start date referenced below. This agreement covers the following:

Advertiser: Delta Dental (Communications ET AL for) **Ph:** 208-368-9656
Cell: _____
Billing Address: 409 S. 8th Street
Suite/Floor: 209 **City:** Boise **ST:** ID **Zip:** 83607 **Fax:** _____
Rental Location(s): Sign 25LHR @ 1515 E Fairview Ave, Meridian

Contract Start Date: October 13th, 2014 **Contract End Date:** December 07th, 2014

Monthly Rate Per Face: \$1,500.00 **Number of Faces:** 2 **Total Amount Per Month:** \$1,500.00 net

Artwork: Advertiser may provide camera ready / digital artwork / layout OR Advertiser may elect to have Canyon Outdoor Media, LLC provide artwork, based upon advertisers' recommendations.

Advertising Vinyl Production and Installation: ~~The charge for producing artwork and vinyl is \$800.00~~ (see comments below). Advertiser will receive a final artwork proof for approval prior to vinyl production. Canyon Outdoor Media, LLC reserves the right to refuse advertising copy which it considers to be in violation of existing laws, offensive, false, misleading or deceptive.


Extensions: Extensions will be charged at an additional rate of \$25.00 a square foot.

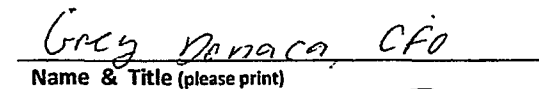

Payment Terms & Conditions: First month's rent is required by Canyon Outdoor Media, LLC upon contract execution. Second month's payment shall be due within thirty (30) days of receipt of invoice. If payment is not received in a timely manner by Canyon Outdoor Media, LLC, then Canyon Outdoor Media, LLC shall have the right to cancel this agreement, remove the advertising vinyl and seek payment in full in accordance with the contract terms and conditions. Advertiser shall be responsible for all expenses incurred including but not limited to accrued rent, collection, and/or attorney's fees that Canyon Outdoor Media, LLC may incur in the collection of rental due.

Comments: Client to provide artwork .

This agreement constitutes the entire agreement between the parties and may not be changed, altered or modified without written consent of the parties hereto.

Agreed upon this 06 day of October, 2014


Canyon Outdoor Media, LLC (Allen Nettleton)


Name & Title (please print)

Advertiser (Signature)

the sky's the limit **CANYON**
Outdoor Media, LLC

The agency / advertiser (undersigned) hereby contracts with **Canyon Outdoor Media, LLC** for the outdoor advertising face(s) and products named herein, upon all the terms and conditions set forth in this agreement for the period specified below, billing to commence on the start date referenced below. This agreement covers the following:

Advertiser: Maximus Federal Services **Contact:** Tim Cline **Ph:** 208-562-4702
Billing Address: 11331 W Chinden Blvd **Cell:** 505-620-8311
Suite/Floor: _____ **City:** Boise **ST:** ID **Zip:** 83714 **Fax:** 208-489-7316
Rental Location(s): Sign 31RHR @ 1614 Karcher Rd, Nampa – Digital Board

Contract Start Date: October 13th, 2014 **Contract End Date:** November 12, 2014
Monthly Rate Per Face: \$1,500.00 **Number of Faces:** 01 **Total Amount Per Month:** \$1,500.00

Artwork: Advertiser may provide camera ready / digital artwork / layout OR Advertiser may elect to have Canyon Outdoor Media, LLC provide artwork, based upon advertisers' recommendations.

Advertising Vinyl Production and Installation: ~~The charge for producing artwork and vinyl is \$800.00 (see comments below).~~ Advertiser will receive a final artwork proof for approval prior to vinyl production. Canyon Outdoor Media, LLC reserves the right to refuse advertising copy which it considers to be in violation of existing laws, offensive, false, misleading or deceptive.

Extensions: Extensions will be charged at an additional rate of \$25.00 a square foot.

Payment Terms & Conditions: First month's rent is required by Canyon Outdoor Media, LLC upon contract execution. Second month's payment shall be due within thirty (30) days of receipt of invoice. If payment is not received in a timely manner by Canyon Outdoor Media, LLC, then Canyon Outdoor Media, LLC shall have the right to cancel this agreement, remove the advertising vinyl and seek payment in full in accordance with the contract terms and conditions. Advertiser shall be responsible for all expenses incurred including but not limited to accrued rent, collection, and/or attorney's fees that Canyon Outdoor Media, LLC may incur in the collection of rental due.

Comments: Client to provide artwork – must have no later than October 9th, 2014.

This agreement constitutes the entire agreement between the parties and may not be changed, altered or modified without written consent of the parties hereto.

Agreed upon this 06 day of October, 2014


Canyon Outdoor Media, LLC (Allen Nettleton)


Raphaela O'Brien, Contracts Mgr
Name & Title (please print)

Advertiser (Signature)

EXHIBIT O

Susan Martin

From: Sam Worley <sam@worleysb.com>
Sent: Monday, June 30, 2014 11:51 AM
To: 'Canyon Outdoor Media'
Subject: RE: Mile High Power Sports

Allen,

FYI, just sent over signed contract.

Sam
Mile High Power Sports

From: Canyon Outdoor Media [mailto:info@canyonoutdoormedia.com]
Sent: Thursday, June 26, 2014 2:25 PM
To: 'Sam Worley'; allen@canyonoutdoormedia.com
Cc: allen@canyonoutdoormedia.com
Subject: Mile High Power Sports

Hi Sam,

Attached, please find the contract for Sign 19RHR & Sign 22RHR.

Please note, I have these signs quoted out to several clients, I would need an answer ASAP.

If you should have any questions, or require additional information, please feel free to contact me – thank you and have a great day.

Allen Nettleton
Canyon Outdoor Media, LLC
P.O. Box 16661
Boise, ID 83715
Tel: ((208) 938-8880
Fax: (208) 938-8890
Cell: (208) 401-5159
allen@canyonoutdoormedia.com



CANYON OUTDOOR MEDIA
Bill Date: Jul 16, 2014
Account No: 208-938-8880 277B

Summary of Usage Reports

CANYON OUTDOOR MEDIA CenturyLink Choice Long Distance Plus

Description	Period	Calls	Min:Sec	Charges
1+ INTRALATA	DAY	7	19:48	1.02
Subtotal		7	19:48	1.02
Total		30	72:48	\$3.72

Service Detail - Plan/Feature Charges

CANYON OUTDOOR MEDIA

Description	Qty.	Period	Nonrecurring Charges	Monthly Charges	Total Charges
Access Line Charge	3	JUN 08-JUL 07	0.00	8.97	8.97
Minimum Usage Fee	3	JUN 08-JUL 07	0.00	14.28	14.28
Total Plan/Feature Charges			\$0.00	\$23.25	\$23.25

Service Detail - Long Distance Usage

CANYON OUTDOOR MEDIA

208-938-8880

No.	Date	Time	Called Number	Location	Min:Sec	Charges
1.	Jun 10	11:24 A	801 691-9162	PROVO UT	0:36	.03
2.	Jun 10	11:31 A	714 832-7266	SANTA ANA CA	0:42	.04
3.	Jun 12	9:38 A	303 951-1342	GOLDEN CO	1:24	.07
4.	Jun 12	11:11 A	303 532-2370	LONGMONT CO	2:12	.11
5.	Jun 12	1:42 P	303 532-2370	LONGMONT CO	1:06	.06
6.	Jun 17	1:12 P	406 682-5272	ENNIS MT	0:30	.03
7.	Jun 17	1:14 P	406 682-4802	ENNIS MT	0:36	.03
8.	Jun 19	12:13 P	208 325-1067	DONNELLY ID	3:30	.18
9.	Jun 20	12:01 P	303 951-1342	GOLDEN CO	0:48	.04
10.	Jun 23	11:05 A	406 587-9289	BOZEMAN MT	0:30	.03
11.	Jun 23	11:06 A	406 587-4424	BOZEMAN MT	0:30	.03
12.	Jun 23	11:06 A	406 587-9289	BOZEMAN MT	0:48	.04
13.	Jun 23	11:09 A	406 587-5251	BOZEMAN MT	1:12	.06
14.	Jun 24	1:47 P	435 774-8800	LOGAN UT	21:18	1.07
15.	Jun 26	10:45 A	816 282-8422	LEESSUMMIT MO	0:30	.03
16.	Jun 26	11:02 A	816 282-8422	LEESSUMMIT MO	0:30	.03
17.	Jun 26	1:37 P	208 315-1907	MCCALL ID	9:18	.47
18.	Jun 26	2:06 P	208 315-1907	MCCALL ID	0:54	.05
19.	Jun 26	2:15 P	208 315-1907	MCCALL ID	1:24	.07
20.	Jun 30	10:06 A	208 315-1907	MCCALL ID	0:42	.04
21.	Jun 30	11:02 A	208 634-7007	MCCALL ID	2:54	.15
22.	Jun 30	12:33 P	303 951-1342	GOLDEN CO	1:00	.05
23.	Jul 01	8:58 A	303 951-1342	GOLDEN CO	4:48	.24
24.	Jul 02	8:51 A	816 810-2200	KANSASCITY MO	6:48	.34
25.	Jul 02	1:29 P	217 442-0611	DANVILLE IL	1:12	.06
26.	Jul 03	9:13 A	303 951-1342	GOLDEN CO	1:06	.06

continued on back

02854 4360150 009369 018737 0004/0005



CenturyLink™

Page 8

CANYON OUTDOOR MEDIA

Bill Date: Jul 16, 2014

Account No: 208-938-8880 277B

Service Detail - Long Distance Usage

208-938-8880

No.	Date	Time	Called Number	Location		Min:Sec	Charges
1.	Jul 03	10:35 A	303 951-1342	GOLDEN	CO	1:42	.09
Total calls for 208-938-8880				27	68:30	\$3.50	

208-938-8890

No.	Date	Time	Called Number	Location		Min:Sec	Charges
2.	Jun 26	11:06 A	816 554-8369	LEESSUMMIT	MO	2:12	.11
3.	Jun 30	11:35 A	208 634-6360	MCCALL	ID	1:06	.06
4.	Jul 07	10:38 A	214 561-5589	DALLAS	TX	1:00	.05
Total calls for 208-938-8890				3	4:18	\$.22	

Access Line Charge Report

CANYON OUTDOOR MEDIA

Phone Number	Line Type	Amount
208-938-8880	Access Line Charge	2.99
208-938-8889	Access Line Charge	2.99
208-938-8890	Access Line Charge	2.99
Total Access Line Charges		\$8.97

This Portion of Your Bill Reflects Calls Served By CenturyLink Communications, LLC.

000233
DEF000598

Last Transaction

Date	Time	Type	Station ID	Duration	Pages	Result
<hr/>						
				Digital Fax		
<hr/>						
Jun 30	12:08PM	Fax Sent	12086346360	1:01 N/A	2	OK

=== COVER PAGE ===

~~TO:~~

From: Canyon Outdoor Media
Allen Nettleton

~~FROM:~~

MILE HIGH POWERSPORT

Sam Worley

FAX: 2086346360

TEL: 2086347007

COMMENT:



The agency / advertiser (undersigned) hereby contracts with Canyon Outdoor Media, LLC for the outdoor advertising face(s) and products named herein, upon all the terms and conditions set forth in this agreement for the period specified below, billing to commence on the start date referenced below. This agreement covers the following:

Advertiser: Mile High Power Sports **Contact:** Sam Worley **Ph:** 208-634-7007
Cell: 208-315-1907

Billing Address: P.O. Box 1590
Suite/Floor: _____ **City:** McCall **ST:** ID **Zip:** 83638 **Fax:** _____

Rental Location(s): Sign 22RHR @ 7800 W State St, Boise

Contract Start Date: August 15th, 2014 **Contract End Date:** August 14th, 2015

Monthly Rate Per Face: \$1,500.00 **Number of Faces:** 01 **Total Amount Per Month:** \$1,500.00

Artwork: Advertiser may provide camera ready / digital artwork / layout OR Advertiser may elect to have Canyon Outdoor Media, LLC provide artwork, based upon advertisers' recommendations.

Advertising Vinyl Production and Installation: The charge for producing artwork and vinyl is \$600.00 (see comments below). Advertiser will receive a final artwork proof for approval prior to vinyl production. Canyon Outdoor Media, LLC reserves the right to refuse advertising copy which it considers to be in violation of existing laws, offensive, false, misleading or deceptive.

Extensions: Extensions will be charged at an additional rate of \$25.00 a square foot.

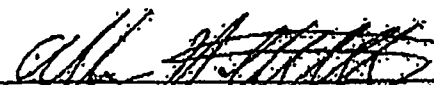
Payment Terms & Conditions: First month's rent is required by Canyon Outdoor Media, LLC upon contract execution. Second month's payment shall be due within thirty (30) days of receipt of invoice. If payment is not received in a timely manner by Canyon Outdoor Media, LLC, then Canyon Outdoor Media, LLC shall have the right to cancel this agreement, remove the advertising vinyl and seek payment in full in accordance with the contract terms and conditions. Advertiser principals shall be personally responsible for all expenses incurred including but not limited to accrued rent, collection, and/or attorney's fees that Canyon Outdoor Media, LLC may incur in the collection of rental due.

Comments: Vinyl and Installation free with one year contract. Additional vinyl at a cost of \$600.00

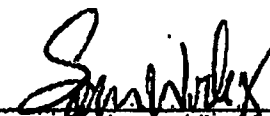
To include one month free on the Digital Board @ 25LHR @ 1515 Fairview Ave, Meridian

This agreement constitutes the entire agreement between the parties and may not be changed, altered or modified without written consent of the parties hereto.

Agreed upon this 23 day of June, 2014.



(Allen Nettleton)
Canyon Outdoor Media, LLC



Advertiser (Signature)

his contracts in order to get paid his commission” and held that Plaintiff Allen G. Nettleton (“Nettleton”) was entitled to \$10,150.00 in unpaid commission as an independent contractor and \$3,800.00 in unpaid commission as an employee. Canyon Outdoor’s present Motion seeks reconsideration of the Court’s determination that a contract existed between Nettleton and Canyon Outdoor that entitled Nettleton to commissions following his resignation, the Court’s determination that it was most probable that there was no agreement that Nettleton had to “service” his contracts in order to be entitled to commission, and reconsideration of the amount of unpaid commission awarded to Nettleton.

II. GOVERNING STANDARD

“The district court has no discretion on whether to entertain a motion for reconsideration pursuant to Idaho Rule of Civil Procedure 11(a)(2)(B).” *Fragnella v. Petrovich*, 153 Idaho 266, 281 P.3d 103, 113 (2012), reh’g denied (Aug. 1, 2012). “On a motion for reconsideration, the court must consider any new admissible evidence or authority bearing on the correctness of an interlocutory order.” *Id.*; see *PHH Mortg. Servs. Corp. v. Perreira*, 146 Idaho 631, 635, 200 P.3d 1180, 1184 (2009) (citing *Coeur d’Alene Mining Co. v. First Nat’l Bank of N. Idaho*, 118 Idaho 812, 823, 800 P.2d 1026, 1037 (1990)) (emphasis added). “However, a motion for reconsideration need not be supported by any new evidence or authority.” *Id.*

“When deciding the motion for reconsideration, the district court must apply the same standard of review that the court applied when deciding the original order that is being reconsidered.” *Id.* “In other words, if the original order was a matter within the trial court’s discretion, then so is the decision to grant or deny the motion for reconsideration.” *Id.* “If the original order was governed by a different standard, then that standard applies to the motion for reconsideration.” *Id.* Thus, if the original order granted a motion for summary judgment, then the

standard applicable to a motion for summary judgment governs the motion for reconsideration.
See id.

III. LAW AND ARGUMENT

A. The evidence in the record before the Court did not establish that Canyon Outdoor agreed to pay a 10% commission on “new” contracts after Nettleton’s resignation.

The Court’s determination that the February 28, 2014 agreement between Canyon Outdoor and Nettleton established a promise to pay new contracts at the rate of 10% after Nettleton’s resignation is contrary to the evidence in the record before the Court. The February 28, 2014 agreement did nothing more than reaffirm that the commission rate on new contracts was 10% and establish an adjustable scale on the percentage of commission on “renewal” contracts. Deposition of Susan Martin, Tr. p. 15; Deposition of Allen G. Nettleton, Tr. p. 27, ll. 14-25 – p. 28, ll. 1-12. During his deposition, Nettleton did not consider that the February 28, 2014 agreement was a document that entitled him to commission payments after his resignation. Nettleton testified as follows:

22 Q. Are you aware of any documents, or emails, or
23 any other form of communication that would set forth,
24 that you were entitled to what you referred to as the
25 "outstanding payment stream" after your resignation?

1 A. That was a verbal conversation between Curt
2 and myself.

3 Q. And was that -- my recollection is, you said
4 that occurred, approximately, at the time that Emile
5 quit. Is that the conversation you are referring to?

6 A. Correct.

7 Q. Was that the only time that matter was
8 discussed?

9 A. Well, and after the fact, when I was trying to
10 negotiate with him. I had done a little research, and
11 found out that -- that I needed to make a demand notice
12 at the time of resignation as far as for those
13 outstanding commissions. I did put that, and include

14 that as part of my resignation letter. Also, that I was
15 expecting those -- that to be compensated for those
16 contracts that I produced.

Deposition of Allen G. Nettleton, Tr. p. 67, ll. 22-25 – p. 68, ll. 1-16. It is important to note that the February 28, 2014 agreement had already been discussed with Nettleton at this point in his deposition. Deposition of Allen G. Nettleton, Tr. p. 27, ll. 14-25 – p. 28, ll. 1-12. More significant is Nettleton's testimony that a purported conversation between Curtis Massood and Nettleton regarding Emile Lemoine was the only time that the issue of entitlement to commissions after separation may have been discussed prior to his resignation, and even then the discussion was not about Nettleton's entitlement to commission. *Id.* Nettleton testified as follows:

20 Q. Did you ever specifically discuss whether you
21 would be entitled to commission for either renewal
22 contracts, or new contracts that you were responsible
23 for servicing, or obtained after you would resign, or
24 were terminated from Canyon Outdoor Media?
25 A. The primary conversation I had directly with

1 Curt when Emile left, he said that -- like I had
2 mentioned earlier, that he claimed that he -- because of
3 the way Emile quit, he was just kind of out of there in
4 a hurry. He didn't have an opportunity to take care of
5 it.
6 And I inquired about it directly. I said, why
7 would he walk away from that money? And he goes, well,
8 we just haven't had an opportunity to work it out. And
9 that's what -- how it was referred to me.
10 Q. So am I correct then, that that was not
11 something that you were promised when you took the
12 position?
13 A. It wasn't part of the initial conversations,
14 no.

Deposition of Allen G. Nettleton, Tr. p. 36, ll. 20-25 – p. 37, ll. 1-14. When Nettleton's testimony regarding the lack of documents supporting his contention that he was entitled to his

“outstanding payment stream” is considered together with his testimony that he never discussed his entitlement to commissions after his resignation and that he was never promised commissions after his resignation, it is evident that the entitlement to commissions following Nettleton’s resignation was a not a mutually agreed upon term of the agreement between Nettleton and Canyon Outdoor media. Deposition of Allen G. Nettleton, Tr. p. 27, ll. 14-25 – p. 28, ll. 1-12 and p. 36, ll. 20-25 – p. 37, ll. 1-14. The issue before the Court is whether there was ever an agreement between Nettleton and Canyon Outdoor that entitled Nettleton to commission following his resignation. In this situation, Nettleton’s testified that entitlement to commissions after he resigned was never discussed and never promised to him. The evidence in the record before the Court does not establish that the required meeting of the minds between Nettleton and Canyon Outdoor regarding this material term. *Barry v. Pac. W. Const., Inc.*, 140 Idaho 827, 831, 103 P.3d 440, 444 (2004). Nettleton’s subjective belief that he was entitled to commissions following his resignation is not sufficient. *See J.R. Simplot Co. v. Bosen*, 144 Idaho 611, 614, 167 P.3d 748, 751 (2006).

The parties’ actions relating to the Snake River Dental contract do not give rise to a “course of dealing” between the parties in this situation. In order for a “course of dealing” to arise, the parties have previously applied the term of the contract at issue. *Pocatello Hosp., LLC v. Quail Ridge Med. Inv'r, LLC*, 156 Idaho 709, 721, 330 P.3d 1067, 1079 (2014). In *Pocatello Hosp., LLC v. Quail Ridge Med. Inv'r, LLC*, the failure to seek a rent increase did not constitute a course of dealings with regard to the parties’ intent under a section of a lease agreement because the parties never applied the language at issue. *Id.* This situation is analogous because prior to Nettleton’s resignation the parties had never faced the situation of whether Nettleton would be entitled to commissions after a separation from employment. It would be a different situation if

Nettleton had resigned in the past, been paid commissions, became employed again and the Court was then asked to apply a “course of dealings.” The only course of dealings that was established by Canyon Outdoor was that salespersons were not entitled to commissions once they voluntarily separated from employment. Deposition of Allen G. Nettleton, Tr. p. 31, ll. 2-22. Nettleton was aware that Emile Lemoine was not paid any commissions after Emile Lemoine resigned and therefore Emile’s resignation should not have created any form of an expectation that Nettleton was entitled to commissions after Nettleton resigned. *Id.*

In addition, Nettleton’s own testimony establishes that he understood the requirement to service an account in order be entitled to commission on that account. The evidence in the record before the Court does not support an inference that such a requirement was not communicated to Nettleton. Rather the evidence in the record establishes that Nettleton was aware that he was required to service contracts in order to receive compensation from those contracts. During his deposition, Nettleton testified that a salesperson would only be entitled to commission for accounts they were servicing. Deposition of Allen G. Nettleton, Tr. p. 45, ll. 16-19. Nettleton also testified that he was entitled to commission on contracts that he was servicing even if he was not the one who signed the contract with the customer. Deposition of Allen G. Nettleton, Tr. p. 48, ll. 49-25 – p. 50, ll. 1-24. Nettleton understood that he was required to service contracts, not just obtain new customers. In his deposition, Nettleton discussed exactly what he was required to do to service contracts.

21 Q. Once a new customer signed a contract, and you
22 put a billboard advertisement up.

23 A. Uh-huh.

24 Q. Did you remain in contact with that customer?

25 A. Yes.

1 Q. What did you do for that customer?

2 A. Making sure their advertisement is still

3 working for them, making sure they were happy, didn't
4 have any concerns. If there was repair issues that got
5 brought to my attention, I would move that up the ladder
6 so we could get service done on those -- those
7 locations. It seemed to be timer issues, things to that
8 nature that we would deal with, as far as changing
9 clocks, things of that nature, as far as when
10 they -- you know, when they would be illuminated at
11 night, that was part of that process.
12 Q. And you did that on an ongoing basis
13 throughout that term of the contract?
14 A. Yes.

Deposition of Allen G. Nettleton, Tr. p. 15, ll. 21-25 – p. 16, ll. 1-14. The fact that Nettleton himself understood that he was required to service contracts is also evident from his testimony regarding his weekly duties.

6 Q. Were -- was there a -- essentially, a standard
7 weekly meeting?
8 A. Every Monday morning, I would turn in my
9 prospect list as far as new potentials, calls that I had
10 made over the week's period of time.
11 Q. Was there anything else that was discussed at
12 those meetings?
13 A. You know, if there was something outstanding
14 that we needed to take care of with a customer, that's
15 when we would kind of cover those things, to kind of
16 stage out through the week, so you could set
17 appointments, and work around them.

Deposition of Allen G. Nettleton, Tr. p. 44, ll. 6-17. Nettleton's statement that "there was never any requirement that I "service" the contracts I got in order to receive my commissions" found on page 2 of the Affidavit of Allen G. Nettleton is a conclusory statement that was made after he testified to the contrary in his deposition. The most probable inference in this situation, when Nettleton's earlier deposition testimony is considered, is that not only was Nettleton aware of a requirement to service a contract in order to receive commissions but that he acted pursuant to that understanding throughout the time he provided services to Canyon Outdoor.

Accordingly, Canyon Outdoor requests that the Court reconsider its determination that there was an agreement which provided that Nettleton was entitled to commissions after his resignation and that the Court reconsider its determination that the requirement to service Nettleton's contracts in order to receive compensation was not communicated to Nettleton.

B. Nettleton is not entitled to commissions on uncollectible accounts and Canyon Outdoor is entitled to offset prior commissions paid on uncollectible accounts against Nettleton's damages, if any.

On February 24, 2015, Canyon Outdoor implemented a policy that any contract which went 180 days uncollected was considered in default. Declaration of Curtis Massood in Support of Motion for Reconsideration ("Massood Declaration") at ¶13; Deposition of Susan Martin, Ex. G; Deposition of Susan Martin, Tr., p. 66, ll. 23-25 – p. 67, ll. 1-5; p. 33, ll. 10-25 – p. 34, ll. 1-10. Once an account was in default, Nettleton was no longer entitled to receive a commission on that account and was required to refund commission that were previously paid on that account to Canyon Outdoor. *Id.* In this situation, three of the contracts for which Nettleton asserts he is entitled to commissions are considered in default. Canyon Outdoor's contract with Idaho Bourbon Distillers, Contract #4 on Exhibit B (Annotated) attached to the Affidavit of Allen G. Nettleton, Canyon Outdoor's contract with TVR Heating & Cooling, Contract #12 on Exhibit B (Annotated) attached to the Affidavit of Allen G. Nettleton, and Canyon Outdoor's contract with Aaron Tribble Law, Contract #17 on Exhibit B (Annotated) attached to the Affidavit of Allen G. Nettleton, have each gone more than 180 days uncollected despite attempts by Canyon Outdoor to collect from these customers. Massood Declaration at ¶4, ¶5, ¶7, ¶10 and ¶14. As such, Nettleton is not entitled to an award for any commissions on these contracts pursuant to the February 24, 2015 policy.

Canyon Outdoor requests the Court reduce the amount of damages awarded to Nettleton by \$7,290.00, consisting of the \$1,080.00 awarded to Nettleton on Contract #4 on Exhibit B (Annotated) attached to the Affidavit of Allen G. Nettleton, \$1,170.00 awarded to Nettleton on Contract #12 on Exhibit B (Annotated) attached to the Affidavit of Allen G. Nettleton, and \$1,680.00 which the Court trebled to \$5,040.00 awarded to Nettleton on Contract #17 on Exhibit B (Annotated) attached to the Affidavit of Allen G. Nettleton. In addition, Canyon Outdoor previously paid Nettleton \$780.00 in commission on the TVR Heating & Colling contract and is entitled to an offset against any damages awarded to Nettleton in the amount of \$780.00. *Id.*

C. Nettleton was awarded commissions based on amounts that exceeded what Canyon Outdoor actually received from its customers after Nettleton's resignation.

While Canyon Outdoor believes that Nettleton is not entitled to any commission on Canyon Outdoor's contracts with Idaho Bourbon Distillers, TVR Heating & Cooling, and Aaron Tribble Law pursuant to the February 24, 2015 policy addressed above, Canyon Outdoor also requests the Court reconsider the amounts awarded to Nettleton relating to these contracts on the basis that the commission awarded to Nettleton by the Court is not based on the actual amount of payments Canyon Outdoor received from these customers following Nettleton's resignation. Canyon Outdoor also requests the Court reconsider the amount awarded to Nettleton relating to Canyon Outdoor's contract with the City of Caldwell, Contract #14 on Exhibit B (Annotated) attached to the Affidavit of Allen G. Nettleton, on the basis that the commission awarded to Nettleton by the Court is based on an amount that exceeds what Canyon Outdoor actually received on this contract. As discussed below, Canyon Outdoor does not believe that Nettleton is entitled to any commission on the contract with the City of Caldwell as this contract is a "renewal" contract rather than a "new" contract.

With regard to the Idaho Bourbon Distillers contract, Canyon Outdoor only received \$2,500.00 from Idaho Bourbon Distillers. Massood Declaration at ¶4 and ¶5. With regard to the TVR Heating & Cooling, Canyon Outdoor only received \$5,200.00 from TVR Heating & Cooling after Nettleton's resignation. Massood Declaration at ¶4 and ¶7. With regard to the City of Caldwell contract, Canyon Outdoor only received \$2,600.00 from the City of Caldwell's agent after Nettleton's resignation. Massood Declaration at ¶4 and ¶8. It is also important to note that the City of Caldwell contract was only a two month contract with monthly rent in the amount of \$1,300.00. Massood Declaration at ¶8. With regard to the Aaron Tribble Law contract, Canyon Outdoor Media only received \$8,400.00 from Aaron Tribble Law. Massood Declaration at ¶4 and ¶10. Accordingly, if the Court determines that Nettleton remains entitled to commissions on these contracts, Canyon Outdoor requests the Court reduce the amount of damages awarded to Nettleton by \$4,130.00, consisting \$830.00 awarded to Nettleton on Contract #4 on Exhibit B (Annotated) attached to the Affidavit of Allen G. Nettleton, \$650.00 awarded to Nettleton on Contract #12 on Exhibit B (Annotated) attached to the Affidavit of Allen G. Nettleton, \$130.00 awarded to Nettleton on Contract #14 on Exhibit B (Annotated) attached to the Affidavit of Allen G. Nettleton and \$840.00, which the Court trebled to \$2520.00, on Contract #17 on Exhibit B (Annotated) attached to the Affidavit of Allen G. Nettleton.

D. Nettleton was awarded commissions for which he had previously been paid.

Nettleton admitted that he had been paid everything he was owed at the time of his resignation. Deposition of Allen G. Nettleton, Tr. p. 62, ll. 23-25 – p. 63, ll. 1-25. However, Exhibit B (Annotated) attached to the Affidavit of Allen G. Nettleton included commissions for which Nettleton was previously paid. Massood Declaration at ¶4, ¶6, ¶7, and ¶11. Canyon

Outdoor requests the Court reduce the amount of commissions awarded to Nettleton to reflect the amounts that were previously paid Nettleton.

With regard to Canyon Outdoor's contract with Middle Creek Dental, Contracts #9 and #10 on Exhibit B (Annotated) attached to the Affidavit of Allen G. Nettleton, Canyon Outdoor received the \$7,200.00 shown on Exhibit B (Annotated) prior to Nettleton's resignation and Nettleton was previously paid the \$720.00 of commission awarded by the Court. Massood Declaration at ¶4 and ¶6. This was a six month contract that began in November of 2014 and Allen Nettleton was previously paid commission on this contract as payments were made by Middle Creek Dental. Canyon Outdoor requests that the damages awarded to Nettleton be reduced by the \$720.00 in commission that Nettleton already received.

If the Court determines that Nettleton is entitled to any commission on the TVR Heating and Cooling contract, Contract #12 on Exhibit B (Annotated) attached to the Affidavit of Allen G. Nettleton, Canyon Outdoor requests that the damages awarded to Nettleton be reduced by \$130.00 as Nettleton was previously paid commission relating to TVR Heating and Cooling's March 2015 payment, Check #30951. Massood Declaration at ¶4 and ¶7.

With regard to Canyon Outdoor's contract with Idaho Wrecker Sales, Contract #19 on Exhibit B (Annotated) attached to the Affidavit of Allen G. Nettleton, Canyon Outdoor received the \$6,000.00 shown on Exhibit B (Annotated). Massood Declaration at ¶4 and ¶11. However, Allen Nettleton was previously paid commission on Idaho Wrecker Sales' March 9, 2015 payment, Check #30396. *Id.* Accordingly, Canyon Outdoor requests the Court reduce the amount of damages awarded to Nettleton by \$300.00.

E. Nettleton was awarded commission on “renewal” contracts by the Court.

The contracts with the City of Caldwell and the City of Meridian, Contracts #14 and #16 on Exhibit B (Annotated) attached to the Affidavit of Allen G. Nettleton, are not “new” contracts as the contracts were entered into within six months of the City of Caldwell and the city of Meridian advertising with Canyon Outdoor. Outdoor Nettleton testified that a “new” contract was a contract with a customer “that had not been up advertising in at least the last six months. Deposition of Allen G. Nettleton, Tr., p. 28, ll. 1-12. The City of Caldwell, through its agent Kelly Amos, contracted to advertise on Sign 31RHR between May 1, 2014 and July 31, 2014. On January 28, 2015, the City of Caldwell, through its agent Kelly Amos, again contracted to advertise on the same sign, Sign 31RHR, between April 15, 2015 and June 14, 2015. Massood Declaration at ¶4 and ¶8. As the January 28, 2015 contract with the City of Caldwell was entered into within 6 months of the City of Caldwell advertising on the same billboard, it was not considered a “new” contract but rather it is a “renewal” contract for which Nettleton conceded he is not entitled to commissions. The City of Meridian, through its agent Kelly Amos, contracted to advertise on Sign 25LHR between May 1, 2014 and August 31, 2014. On January 28, 2015, the City of Meridian, through its agent Kelly Amos, again contracted to advertise on the same sign, Sign 25LHR, between April 14, 2015 and July 13, 2015. As the January 28, 2015 contract with the City of Meridian was entered into within 6 months of the City of Meridian advertising on the same billboard, it was not considered a “new” contract but rather it is a “renewal” contract for which Nettleton conceded he is not entitled to commission. Accordingly, Canyon Outdoor requests the Court reduce the amount of damages awarded to Nettleton by \$780.00.

F. Canyon Outdoor is entitled to an offset against the damages awarded to Nettleton for the amounts that Nettleton was previously overpaid

In multiple occasions in 2014 and 2015 Nettleton claimed that he was entitled to commissions even though he did not meet the criteria to actually be entitled to those commission. The equitable doctrine of setoff requires that the debts of two parties who are mutually indebted be set off and that only the balance is recoverable. *Int'l Equip. Serv., Inc. v. Pocatello Indus. Park Co.*, 107 Idaho 1116, 1119, 695 P.2d 1255, 1258 (1985). Here, the Court determined that Canyon Outdoor Media owed Nettleton commissions on payments received on “new” contracts after his resignation. In this situation, equity requires that the amounts Canyon Outdoor previously paid to Nettleton for which Nettleton was not actually entitled must be set off against the damages awarded by the Court. Accordingly, Canyon Outdoor requests that the amount of damages awarded to Nettleton be reduced by the amount of commissions that Nettleton received from Canyon Outdoor for which Nettleton was not entitled.

Bank of the Cascades

In 2014 and 2015, Nettleton claimed that a contract with Bank of the Cascades for Sign 07LHR, Contract #6 on Exhibit B (Annotated) attached to the Affidavit of Allen G. Nettleton, was a “new” contract rather than a “renewal” contract. Massood Declaration at ¶4 and ¶15. Between January 1, 2014 and March 31, 2014, Home Federal Bank contracted to advertise on Sign 07LHR. *Id.* On April 2, 2014, Bank of the Cascades, contracted to advertise on Sign 07LHR from April 1, 2014 to March 31, 2015. *Id.* Bank of the Cascades was the successor in interest of Home Federal Bank as the result of Bank of the Cascades merging with Home Federal Bank and the two contracts were with the same entity. Massood Declaration at ¶15. As a result of claiming the Bank of the Cascades contract as a “new” contract instead of a “renewal” contract, Nettleton was overpaid \$845.00 as follows:

- Between 3/26/14 and 4/25/14, Allen Nettleton was only entitled to 5% commission on \$9,700.00 of renewal payments rather than 7.5%, resulting in a \$215.00 overpayment.
- Between 4/26/14 and 5/25/14, Allen Nettleton was not entitled to a 10% commission on the \$1,400.00 Bank of the Cascades payment, resulting in a \$140.00 overpayment.
- Between 7/25/14 and 8/25/14, Allen Nettleton was not entitled to a 10% commission on the \$700.00 Bank of the Cascades payment, resulting in a \$70.00 overpayment.
- Between 8/26/14 and 9/25/14, Allen Nettleton was not entitled to a 10% commission on the \$700.00 Bank of the Cascades payment, resulting in a \$70.00 overpayment.
- Between 9/26/14 and 10/23/14, Allen Nettleton was not entitled to a 10% commission on the \$1,400.00 of Bank of the Cascades payments, resulting in a \$140.00 overpayment.
- Between 11/27/14 and 12/24/14, Allen Nettleton was not entitled to a 10% commission on the \$1,400.00 Bank of the Cascades payment, resulting in a \$140.00 over payment.
- Between 12/26/14 and 1/25/15, Allen Nettleton was not entitled to a 10% commission on the \$700.00 Bank of the Cascades payment, resulting in a \$70.00 over payment.

Massood Declaration at ¶4 and ¶15. Canyon Outdoor requests that the damages awarded to Nettleton be reduced by \$845.00.

September 26, 2014 and October 23, 2014 Overpayment

Between September 26, 2014 and October 23, 2014, Allen Nettleton claimed that he had obtained 24 or more months of “new” contracts and claimed that \$363.75 in renewal commission was owing. Massood Declaration at ¶ 16. During the September 26, 2014 to October 23, 2014 period, Nettleton obtained two six month contracts with Middle Creek Dental, a two month contract with Delta Dental, and two one month contracts with Maximus Federal Services. Massood Declaration at ¶4, ¶6, and ¶16. However, Nettleton was required to obtain 24 months of “new” contracts in order to be entitled to commission on “renewal” contracts. Deposition of Allen G. Nettleton, Tr. pp. 27-29. As Nettleton only obtained 16 months of new contracts during

the September 26, 2014 to October 23, 2014 time period he was not actually entitled to receive commission on renewal payments and was overpaid \$363.75. Canyon Outdoor requests that the damages awarded to Nettleton be reduced by \$363.75.

Mile High Power Sports

Allen Nettleton claimed that he obtained a contract with Mile High Power Sports during the May 26, 2014 to June 25, 2014 period and claimed that the Mile High Power Sports contract made him entitled to \$1,032.37 in renewal commissions. Massood Declaration at ¶4 and ¶17. Nettleton did not fax the contract to Mile High Power Sports until June 30, 2014, despite the contract being dated June 23, 2014. Massood Declaration at ¶17. More importantly Canyon Outdoor received an email from Sam Worley of Mile High Power Sports stating that he had just returned the signed contract on June 30, 2014. *Id.* In addition, Canyon Outdoor's July 16, 2014 CenturyLink bill shows a phone call to Mile High Powersports being made on June 30, 2014 at 11:02 and a fax being sent to Mile High Powersports on June 30, 2014 at 11:35. *Id.* The contract with Mile High Power Sports was not actually obtained until June 30, 2014 and should not have been applied to the May 26, 2014 to June 25, 2014 period. Had the Mile High Power Sports contract been applied to the June 26, 2014 to July 25, 2014 time period, Nettleton would not have been entitled to commission on renewal contracts in the May 26, 2014 to June 25, 2014 time period. Massood Declaration at ¶4. As a result, Canyon Outdoor requests that the damages awarded to Nettleton be reduced by the amount of "renewal" commissions that Nettleton was overpaid, \$1,032.37.

G. Canyon Outdoor is entitled to an offset against the damages awarded to Nettleton for expenses incurred to continue to service Nettleton's accounts following his resignation.

Following Nettleton's resignation, Susan Martin and Curtis Massood serviced the contracts that Nettleton was responsible for, until a replacement salesperson could be brought on and trained. Massood Declaration at ¶12; Deposition of Allen G. Nettleton, Tr., pp. 37-38; Deposition of Susan Martin, Tr. p. 69, ll. 23-25 – p. 71, ll. 3-8. An additional staff member, Tina Grant, was hired on a part-time basis to allow Susan Martin additional time to service those contracts. Deposition of Susan Martin, Tr. p. 70, ll. 14-24; Massood Declaration at ¶12. The only reason Tina Grant was hired was to allow Susan Martin time to service the contracts that Allen Nettleton had been responsible for servicing. Massood Declaration at ¶12. In this situation it would be inequitable to allow Nettleton to retain the benefit of commissions relating to payments received by Canyon Outdoor after Nettleton's resignation when Canyon Outdoor incurred expenses that it was only required to incur as a result of Nettleton's failure to continue to service the contracts at issue. *See Beco Const. Co. v. Bannock Paving Co.*, 118 Idaho 463, 466, 797 P.2d 863, 866 (1990). In this situation, Susan Martin was paid an additional \$1,400.00 on November 30, 2015 that would not have been paid to her had she not serviced the contracts that Allen Nettleton was responsible for servicing. Deposition of Susan Martin, Tr. p. 71, ll. 3-8; Declaration of Curtis Massood at ¶ 12, Ex. I, Bates DEF000634. In addition, Tina Grant was paid \$4,519.48 in 2015 and \$4,076.96 in 2016. Declaration of Curtis Massood at ¶ 12, Ex. I, Bates DEF000630-DEF000631. Here, the Court found that Nettleton was entitled to commissions on payments that Canyon Outdoor received from its customers. However, Canyon Outdoor only received those payments because it acted to continue to service the same accounts that the Court found Nettleton entitled to commission on. It would be unjust to allow Nettleton

an award of damages that is not reduced by the amounts incurred by Canyon Outdoor to service the accounts at issue. *See Beco Const. Co. v. Bannock Paving Co.*, 118 Idaho 463, 466, 797 P.2d 863, 866 (1990). Accordingly, the damages awarded to Nettleton should be reduced by the amounts expended by Canyon Outdoor to service the contracts for which the Court awarded damages.

IV CONCLUSION

Based upon the foregoing, Canyon Outdoor respectfully request the Court reconsider its prior order.

DATED this 1st day of June, 2016.

Worst, Fitzgerald & Stover, PLLC

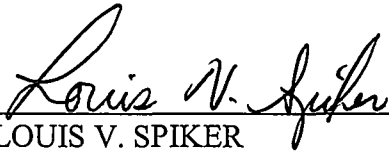
By: Louis V. Spiker
Louis V. Spiker

CERTIFICATE OF SERVICE

The undersigned certifies that on this 1st day of June, 2016, he caused a true and correct copy of the foregoing **MEMORANDUM IN SUPPORT OF MOTION FOR RECONSIDERATION** to be served upon the following persons in the following manner:

James M. Runsvold
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave., Ste C
PO Box 917
Caldwell, ID 83606
Attorney for Plaintiff

☒ U.S. Mail, postage prepaid
☐ E-mail:
☐ Overnight Mail
☒ Facsimile: 208-459-0288



LOUIS V. SPIKER
Attorney for Defendant

NO. _____
A.M. _____ P.M. 414

CHRISTOPHER D. RICH, Clerk
By TYLER ATKINSON
DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

* * * * *

ALLEN G. NETTLETON,

Plaintiff,

VS.

CANYON OUTDOOR MEDIA, LLC an Idaho
limited liability company,

Defendant.

Case No.: CV-OC-2015-14630

OBJECTION TO PLAINTIFF

ALLEN G. NETTLETON'S

MEMORANDUM OF

ATTORNEY'S FEES AND COSTS

COMES NOW the Defendant, Canyon Outdoor Media, by and through its counsel of record, Louis V. Spiker of the law firm of Worst, Fitzgerald & Stover, PLLC, and submits its objection to the Plaintiff Allen G. Nettleton's ("Nettleton") Verified Memorandum of Costs and Fees as follows:

- 1. Nettleton is not a prevailing party.**

Rule 54(d)(1)(B) provides, in part, “In determining which party to an action is a prevailing party and entitled to costs, the trial court shall in its sound discretion consider the final judgment or result of the action in relation to the relief sought by the respective parties.” Idaho R. Civ. P. 54(d)(1)(B). The Court should look at the overall action to determine whether the party is a “prevailing party,” rather than “the mere fact that a party is successful in asserting or defeating a single claim.” *Chenery v. Agri-Lines Corp.*, 106 Idaho 687, 693, 682 P.2d 640, 646 (Ct. App. 1984).

Canyon Outdoor submits that Nettleton is not the “prevailing party” when this action is viewed as a whole. In this situation, the action brought by Nettleton against Canyon Outdoor was based on a claim for commissions on payments that Canyon Outdoor received from its customers for new contracts and renewal contracts that Nettleton obtained. Verified Complaint at ¶¶ 4-14; Amended Complaint at ¶¶ 4-14. However, as Nettleton conceded at the hearing on the parties’ cross motions for summary judgment, Nettleton was not entitled to any commissions on renewal contracts following his resignation pursuant to a February 28, 2014 agreement between Nettleton and Canyon Outdoor. Deposition of Allen G. Nettleton, Tr. p. 30, ll. 23-25 – p. 31, l. 1. As such, Nettleton’s claim for commissions on renewal contracts following his resignation was a false claim under Idaho Code Section 45-612. Nettleton continued to make a claim for commissions on renewal contracts throughout the litigation until Canyon Outdoor filed its motion for summary judgment. See Affidavit of Louis V. Spiker in Support of Memorandum of Attorney’s Fees and Costs at ¶6. Nettleton did not concede that he was not entitled to commissions on renewal contracts until the hearing on the parties’ cross motions for summary judgment. In Nettleton’s Amended Complaint, Nettleton asserted that he was entitled to new and renewal commissions in the total amount of \$24,047.50. Amended Complaint at ¶8 and ¶14. However,

the Court determined that Nettleton was only entitled to \$13,950.00 in new commissions. Memorandum Decisions and Order Re: Cross Motions for Summary Judgment at p. 16. When this matter is viewed as a whole, Canyon Outdoor successfully defended one of Nettleton's two claims and the Court determined that Nettleton prevailed on one of Nettleton's two claims. As Canyon Outdoor and Nettleton were both prevailing parties, Nettleton was not the "prevailing party" and is not entitled to an award of attorney's fees and costs.

2. The sum of attorney's fees and costs requested by Nettleton is unreasonable.

In the event the Court elects to award Nettleton some amount of attorney fees, the Court may only award such an amount as is reasonable. Idaho R. Civ. P. 54(e)(1). Plaintiff submits that, in light of the facts and circumstances in this case, the requested attorney fees are unreasonable and any amount of attorney fees the Court may award to Nettleton should be reduced to a reasonable amount. Canyon Outdoor respectfully submits that the amount of fees requested by Nettleton is unreasonably high. On multiple occasions the amounts requested by Nettleton for the work performed are excessive. For example, Nettleton requests and excessive amount of time to prepare subpoenas and notices which utilized the same form including 6.5 hours of time on October 8, 2015, .8 hours of time on October 8, 2015, 2.5 hours on October 9, 2015, .5 hours on October 9, 2015, .5 hours on October 13, 2015, and 3.0 hours on October 13, 2015. Verified Memorandum of Costs and Fees, Ex. A. p. 1. Nettleton also requests 6.0 hours of time on October 14, 2015 to draft an objection to Canyon Outdoor's motion for a protective order. *Id.*

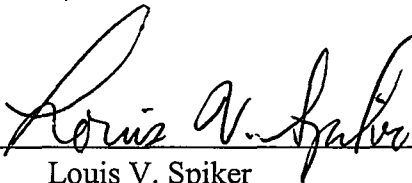
In addition, Nettleton applies an unexplained adjustment factor of 75% to the attorney fees incurred but not the costs incurred. Canyon Outdoor believes that an adjustment factor is appropriate in the situation, including on the grounds that the total attorney fees submitted

includes time incurred pursuing a false claim pursuant to Idaho Code Section 45-612. Verified Memorandum of Costs and Fees, Ex. A, p. 4. However, an adjustment factor of 75% is unreasonably high. The Court the Court determined that Nettleton was only entitled to 58% of the amount he sought in the Verified Complaint. Memorandum Decisions and Order Re: Cross Motions for Summary Judgment at p. 16. In this situation, believes that 58% of the total attorney fees incurred remains excessive and that a lower adjustment factor should be applied to the reasonable fees that were incurred in this situation. However, it would certainly be unreasonable to reduce the total attorney fees incurred by a percentage that exceeds 58% in this situation.

Therefore, Nettleton's request for an award of attorney fees in the amount of \$22,646.25 and costs in the amount of \$698.80 is unreasonable and should be significantly reduced, if any attorney fees are awarded at all.

DATED this 1st day of June, 2016.

WORST, FITZGERALD & STOVER, P.L.L.C.


By 
Louis V. Spiker
Attorney for Defendant

CERTIFICATE OF SERVICE

The undersigned certifies that on this 1st day of June, 2016, he caused a true and correct copy of the foregoing **OBJECTION TO PLAINTIFF ALLEN G. NETTLETON'S MEMORANDUM OF ATTORNEY'S FEES AND COSTS** to be served upon the following persons in the following manner:

James M. Runsvold
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave., Ste C
PO Box 917
Caldwell, ID 83606
Attorney for Plaintiff

☒ U.S. Mail, postage prepaid
☐ E-mail:
☐ Overnight Mail
☒ Facsimile: 208-459-0288



LOUIS V. SPIKER
Attorney for Defendant

JEFFREY M. WILSON, ISB No. 1615
LOUIS V. SPIKER, ISB No. 8281
WORST, FITZGERALD & STOVER, PLLC
3858 N. Garden Center Way, Suite 200
Boise, Idaho 83703
P.O. Box 1544
Boise, Idaho 83701
Telephone: 208-345-9100
Facsimile: 208-384-0442
Attorneys for Defendant

NO. _____
A.M. _____ FILED P.M. 4/4

JUN 01 2016

CHRISTOPHER D. RICH, Clerk
By TYLER ATKINSON
DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,

Plaintiff,

vs.

CANYON OUTDOOR MEDIA, LLC an
Idaho limited liability company,

Defendant.

Case No.: CV-OC-2015-14630

**MEMORANDUM OF ATTORNEY'S FEES
AND COSTS**

COMES NOW, the Defendant Canyon Outdoor Media, LLC ("Canyon Outdoor"), by and through its attorney of record, and submits this request for an award of Attorney's Fees and Costs against Plaintiff Allen G. Nettleton ("Nettleton"), pursuant to Idaho Code Section 45-612 and the Idaho Rules of Civil Procedure. Idaho Code Section 45-612 provides in part that "any employee initiating a civil proceeding to collect unpaid wages or other compensation, which is based in whole or in part on a false claim which the employee knew to be false at the time the employee brought the action, shall be liable for attorney's fees and costs incurred by the employer in defending against the false claim. Idaho Code § 45-612(2). In this situation, the action brought by Nettleton against Canyon Outdoor was based on a claim for commissions on payments that Canyon Outdoor received from its customers for renewal contracts that Nettleton

obtained. Verified Complaint at ¶¶ 4-14; Amended Complaint at ¶¶ 4-14. However, as Nettleton conceded at the hearing on the parties' cross motions for summary judgment, Nettleton was not entitled to any commissions on renewal contracts following his resignation pursuant to a February 28, 2014 agreement between Nettleton and Canyon Outdoor. Deposition of Allen G. Nettleton, Tr. p. 30, ll. 23-25 – p. 31, l. 1. As such, Nettleton's claim for commissions on renewal contracts following his resignation was a false claim under Idaho Code Section 45-612. Nettleton continued to make a claim for commissions on renewal contracts throughout the litigation until Canyon Outdoor filed its motion for summary judgment. *See* Affidavit of Louis V. Spiker in Support of Memorandum of Attorney's Fees and Costs at ¶6. Nettleton did not concede that he was not entitled to commissions on renewal contracts until the hearing on the parties' cross motions for summary judgment. Accordingly, Canyon Outdoor is entitled to an award of the attorney's fees and costs it incurred in defending against Nettleton's claim for commissions on renewal contracts. In Nettleton's Amended Complaint, Nettleton asserted that he was entitled to new and renewal commissions in the total amount of \$24,047.50. Amended Complaint at ¶8 and ¶14. However, the Court determined that Nettleton was only entitled to \$13,950.00 in new commissions. Memorandum Decisions and Order Re: Cross Motions for Summary Judgment at p. 16. As the Court determined that Nettleton was only entitled to 58% of the amount he sought in the Verified Complaint and Canyon Outdoor successfully defended against a false claim consisting of 42% of the amount sought by Nettleton in the Amended Complaint, Canyon Outdoor believes that it is appropriate that it is entitled to at least 42% of the attorney's fees and costs it incurred in this matter. Canyon Outdoor reserves the right to request the Court apply any increased percentage applicable its defense of Nettleton's false claim following a determination of Canyon Outdoor's Motion for Reconsideration.

I.
ATTORNEY'S FEES

Plaintiff respectfully requests fees in at least the amount of Eight Thousand Forty-Six and 58/100 Dollars (\$8,546.58), pursuant to Idaho Code § 45-612 and Rules 54(d) and (e) of the Idaho Rules of Civil Procedure. Attached as Exhibit A is an itemized statement of fees incurred by Plaintiff in this matter from August 26, 2015 to the present. When the

Total Fees	\$20,349.00
Amount apportioned to defense of false claim (42%)	\$8,546.58

II.
COSTS AS A MATTER OF RIGHT

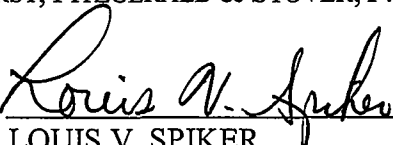
Filing Fee	\$ 136.00
Personal Service of Process Fees	\$ 150.00
Deposition Fees	\$ 2,212.70
Total	\$2,498.70
Amount apportioned to defense of false claim (42%)	\$1,049.45

TOTAL FEES AND COSTS: **\$9,596.03**

Said fees are reasonable and based upon the fee agreement entered into by the Plaintiff as illustrated in the Affidavit filed contemporaneously herewith.

DATED this 1st day of June, 2016.

WORST, FITZGERALD & STOVER, P.L.L.C.


By: 
LOUIS V. SPIKER
Attorneys for Defendant

CERTIFICATE OF MAILING

The undersigned certifies that on this 1st day of June, 2016, he caused a true and correct copy of the foregoing **MEMORANDUM OF ATTORNEY'S FEES AND COSTS** to be served upon the following persons in the following manner:

James M. Runsvold
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave., Ste C
PO Box 917
Caldwell, ID 83606
Attorney for Plaintiff

☒ U.S. Mail, postage prepaid
☐ E-mail:
☐ Overnight Mail
☒ Facsimile: 208-459-0288


LOUIS V. SPIKER
Attorney for Defendant

Selection Criteria

Slip Classification Open
 Clie.Selection Include: CanyonOutdoorMedia/Nettleton,A
 Slip.Transaction Typ 1 - 1

Rate Info - identifies rate source and level

Slip ID	Dates and Time	Posting Status	Description	Controller Activity	Client Reference	Units DNB Time	Est. Time	Variance	Rate Rate Info	Bill Status	Slip Value
91636	TIME			LVS		1.20			190.00		228.00
	8/26/2015			Service		0.00			T		
	Billed	G:107714	9/25/2015	CanyonOutdoorMedia/Ne		0.00					
			Telephone conference with Curtis Massood;			0.00					
91640	TIME			LVS		0.10			190.00		19.00
	8/27/2015			Service		0.00			T		
	Billed	G:107714	9/25/2015	CanyonOutdoorMedia/Ne		0.00					
			Receive and review email and attached documents from Susan Martin;			0.00					
91649	TIME			LVS		0.20			190.00		38.00
	9/1/2015			Service		0.00			T		
	Billed	G:107714	9/25/2015	CanyonOutdoorMedia/Ne		0.00					
			Telephone conference with Curtis Massood;			0.00					
91661	TIME			LVS		0.70			190.00		133.00
	9/8/2015			Service		0.00			T		
	Billed	G:107714	9/25/2015	CanyonOutdoorMedia/Ne		0.00					
			Telephone conference with Curtis Massood;			0.00					
91665	TIME			LVS		0.40			190.00		76.00
	9/10/2015			Service		0.00			T		
	Billed	G:107714	9/25/2015	CanyonOutdoorMedia/Ne		0.00					
			Draft Answer			0.00					
91669	TIME			LVS		0.20			190.00		38.00
	9/10/2015			Service		0.00			T		
	Billed	G:107714	9/25/2015	CanyonOutdoorMedia/Ne		0.00					
			Call to Plaintiff's counsel;			0.00					
91672	TIME			LVS		1.10			190.00		209.00
	9/10/2015			Service		0.00			T		
	Billed	G:107714	9/25/2015	CanyonOutdoorMedia/Ne		0.00					
			Draft and revise Answer; forward to Curtis Massood; telephone conference with Curtis Massood;			0.00					
91674	TIME			LVS		0.10			190.00		19.00
	9/11/2015			Service		0.00			T		
	Billed	G:107714	9/25/2015	CanyonOutdoorMedia/Ne		0.00					
			Telephone conference with Curtis Massood			0.00					

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Slip Listing

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Slip ID	Dates and Time	Controller Activity	Units	Rate	Slip Value
	Posting Status	Client	DNB Time	Rate Info	
	Description	Reference	Est. Time	Bill Status	
			Variance		
91678	TIME	LVS	0.20	190.00	38.00
9/15/2015		Service	0.00	T	
Billed	G:107714	9/25/2015 CanyonOutdoorMedia/Ne	0.00		
Execute and forward Acceptance of Service to opposing counsel;			0.00		
91688	TIME	LVS	0.50	190.00	95.00
9/17/2015		Service	0.00	T	
Billed	G:107714	9/25/2015 CanyonOutdoorMedia/Ne	0.00		
Email Curtis Massood; telephone call from Curtis Massood; revise Answer; telephone call from Curtis Massood;			0.00		
91692	TIME	LVS	1.30	190.00	247.00
9/18/2015		Service	0.00	T	
Billed	G:107714	9/25/2015 CanyonOutdoorMedia/Ne	0.00		
Conference with Curtis Massood;			0.00		
92052	TIME	LVS	0.80	190.00	152.00
9/30/2015		Service	0.00	T	
Billed	G:108224	11/5/2015 CanyonOutdoorMedia/Ne	0.00		
Telephone conference with Curtis Massood;			0.00		
92053	TIME	LVS	0.20	190.00	38.00
10/1/2015		Service	0.00	T	
Billed	G:108224	11/5/2015 CanyonOutdoorMedia/Ne	0.00		
Conference with Jayna Thomson regarding protective order;			0.00		
92056	TIME	LVS	0.30	190.00	57.00
10/2/2015		Service	0.00	T	
Billed	G:108224	11/5/2015 CanyonOutdoorMedia/Ne	0.00		
Research independent contractor classification factors in preparation for phone conference; telephone call to Curtis Massood;			0.00		
92058	TIME	LVS	0.80	190.00	152.00
10/5/2015		Service	0.00	T	
Billed	G:108224	11/5/2015 CanyonOutdoorMedia/Ne	0.00		
Telephone conference with Curtis Massood;			0.00		
92065	TIME	LVS	0.20	190.00	38.00
10/8/2015		Service	0.00	T	
Billed	G:108224	11/5/2015 CanyonOutdoorMedia/Ne	0.00		
Receive and review subpoena notices;			0.00		
92068	TIME	LVS	1.00	190.00	190.00
10/9/2015		Service	0.00	T	
Billed	G:108224	11/5/2015 CanyonOutdoorMedia/Ne	0.00		
Motion for Protective Order; Declaration in Support of Motion for Protective Order; telephone call to Curtis Massood;			0.00		
92121	TIME	LVS	5.50	190.00	1045.00
10/13/2015		Service	0.00	T	
Billed	G:108224	11/5/2015 CanyonOutdoorMedia/Ne	0.00		

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Slip Listing

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Slip ID	Dates and Time	Controller	Units	Rate	Slip Value
Posting Status		Activity	DNB Time	Rate Info	
Description		Client	Est. Time	Bill Status	
		Reference	Variance		
		Revise Motion for Protective Order; Motion to Shorten Time; supporting affidavits; telephone conference with Curtis Massood; draft declaration of Curtis Massood;	0.00		
92122	TIME	LVS	0.30	190.00	57.00
10/16/2015		Service	0.00	T	
Billed	G:108224	11/5/2015 CanyonOutdoorMedia/Ne	0.00		
Review objection to protection order			0.00		
92293	TIME	LVS	2.00	190.00	380.00
10/19/2015		Service	0.00	T	
Billed	G:108224	11/5/2015 CanyonOutdoorMedia/Ne	0.00		
Prepare for and attend hearing on Motion for Protective Order;			0.00		
92127	TIME	LVS	0.30	190.00	57.00
10/21/2015		Service	0.00	T	
Billed	G:108224	11/5/2015 CanyonOutdoorMedia/Ne	0.00		
Conference with Curtis Massood			0.00		
92294	TIME	LVS	0.20	190.00	38.00
10/22/2015		Service	0.00	T	
Billed	G:108224	11/5/2015 CanyonOutdoorMedia/Ne	0.00		
Conference with Susan Mortin regarding discovery information;			0.00		
92292	TIME	LVS	3.50	190.00	665.00
10/26/2015		Service	0.00	T	
Billed	G:108224	11/5/2015 CanyonOutdoorMedia/Ne	0.00		
Review discovery exhibits; draft discovery responses; forward same to client;			0.00		
92291	TIME	LVS	0.80	190.00	152.00
10/27/2015		Service	0.00	T	
Billed	G:108224	11/5/2015 CanyonOutdoorMedia/Ne	0.00		
Revise and finalize discovery responses; conference with Curtis Massood;			0.00		
92290	TIME	LVS	0.20	190.00	38.00
10/29/2015		Service	0.00	T	
Billed	G:108224	11/5/2015 CanyonOutdoorMedia/Ne	0.00		
Review proposed scheduling stipulation; email Curtis Massood;			0.00		
92730	TIME	LVS	0.20	190.00	38.00
10/29/2015		Service	0.00	T	
Billed	G:108669	12/2/2015 CanyonOutdoorMedia/Ne	0.00		
Review proposed scheduling stipulation; email Curtis Massood;			0.00		
92289	TIME	LVS	0.30	190.00	57.00
10/30/2015		Service	0.00	T	
Billed	G:108224	11/5/2015 CanyonOutdoorMedia/Ne	0.00		
Draft letter to opposing counsel; draft proposed Order			0.00		

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Slip Listing

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Slip ID	Dates and Time	Controller	Units	Rate	Slip Value
Posting Status		Activity	DNB Time	Rate Info	
Description		Client	Est. Time	Bill Status	
		Reference	Variance		
92737	TIME	LVS	0.20	190.00	38.00
11/2/2015		Service	0.00	T	
Billed	G:108669	12/2/2015 CanyonOutdoorMedia/Ne	0.00		
Receive and review letter from Jim Runsvold;			0.00		
telephone conference with Jim Runsvold;					
92741	TIME	LVS	0.20	190.00	38.00
11/4/2015		Service	0.00	T	
Billed	G:108669	12/2/2015 CanyonOutdoorMedia/Ne	0.00		
Telephone conference with Curtis Massood			0.00		
92829	TIME	LVS	1.50	190.00	285.00
11/6/2015		Service	0.00	T	
Billed	G:108669	12/2/2015 CanyonOutdoorMedia/Ne	0.00		
Draft first set of discovery responses;			0.00		
92747	TIME	LVS	0.20	190.00	38.00
11/11/2015		Service	0.00	T	
Billed	G:108669	12/2/2015 CanyonOutdoorMedia/Ne	0.00		
Receive and review letter from CenturyLink; draft			0.00		
letter to CenturyLink;					
92761	TIME	LVS	0.30	190.00	57.00
11/18/2015		Service	0.00	T	
Billed	G:108669	12/2/2015 CanyonOutdoorMedia/Ne	0.00		
Telephone conference with Curtis Massood;			0.00		
92765	TIME	LVS	0.30	190.00	57.00
11/19/2015		Service	0.00	T	
Billed	G:108669	12/2/2015 CanyonOutdoorMedia/Ne	0.00		
Receive and review information from CenturyLink			0.00		
93201	TIME	LVS	0.30	190.00	57.00
11/24/2015		Service	0.00	T	
Billed	G:109334	1/6/2016 CanyonOutdoorMedia/Ne	0.00		
Receive and review letter from Jim Runsvold;			0.00		
telephone conference with Curtis Massood; email					
Curtis Massood;					
93206	TIME	LVS	0.20	190.00	38.00
11/25/2015		Service	0.00	T	
Billed	G:109334	1/6/2016 CanyonOutdoorMedia/Ne	0.00		
Telephone conference with Curtis Massood;			0.00		
93204	TIME	LVS	0.40	190.00	76.00
11/25/2015		Service	0.00	T	
Billed	G:109334	1/6/2016 CanyonOutdoorMedia/Ne	0.00		
Receive and review supplemental discovery requests;			0.00		
receive and review scheduling order;					
93214	TIME	LVS	0.30	190.00	57.00
12/1/2015		Service	0.00	T	
Billed	G:109334	1/6/2016 CanyonOutdoorMedia/Ne	0.00		
Telephone conference with Curtis Massood;			0.00		

6/1/2016

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Slip Listing

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Slip ID	Dates and Time	Controller	Units	Rate	Slip Value
Posting Status		Activity	DNB Time	Rate Info	
Description		Client	Est. Time	Bill Status	
		Reference	Variance		
93262	TIME	LVS	1.20	190.00	228.00
12/8/2015		Service	0.00	T	
Billed	G:109334	1/6/2016 CanyonOutdoorMedia/Ne	0.00		
Finalize and serve discovery requests			0.00		
93224	TIME	LVS	0.30	190.00	57.00
12/9/2015		Service	0.00	T	
Billed	G:109334	1/6/2016 CanyonOutdoorMedia/Ne	0.00		
Conference with Curtis Massood;			0.00		
93226	TIME	LVS	0.20	190.00	38.00
12/9/2015		Service	0.00	T	
Billed	G:109334	1/6/2016 CanyonOutdoorMedia/Ne	0.00		
Draft Notice of Service			0.00		
93232	TIME	LVS	1.10	190.00	209.00
12/11/2015		Service	0.00	T	
Billed	G:109334	1/6/2016 CanyonOutdoorMedia/Ne	0.00		
Telephone call from Curtis Massood; conference with Curtis Massood;			0.00		
93515	TIME	LVS	0.40	190.00	76.00
12/22/2015		Service	0.00	T	
Billed	G:109796	2/3/2016 CanyonOutdoorMedia/Ne	0.00		
Conference with Curtis Massood; conference with Jum Runsvold;			0.00		
93610	TIME	LVS	0.40	190.00	76.00
12/22/2015		Service	0.00	T	
Billed	G:109809	2/4/2016 CanyonOutdoorMedia/Ne	0.00		
Conference with Curtis Massood; conference with Jum Runsvold;			0.00		
93524	TIME	LVS	0.20	190.00	38.00
1/4/2016		Service	0.00	T	
Billed	G:109796	2/3/2016 CanyonOutdoorMedia/Ne	0.00		
Receive and review subpoena; email Curtis Massood;			0.00		
93611	TIME	LVS	0.20	190.00	38.00
1/4/2016		Service	0.00	T	
Billed	G:109809	2/4/2016 CanyonOutdoorMedia/Ne	0.00		
Receive and review subpoena; email Curtis Massood;			0.00		
93527	TIME	LVS	1.00	190.00	190.00
1/5/2016		Service	0.00	T	
Billed	G:109796	2/3/2016 CanyonOutdoorMedia/Ne	0.00		
Conference with Curtis Massood;			0.00		
93612	TIME	LVS	1.00	190.00	190.00
1/5/2016		Service	0.00	T	
Billed	G:109809	2/4/2016 CanyonOutdoorMedia/Ne	0.00		
Conference with Curtis Massood;			0.00		

6/1/2016

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Slip Listing

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Slip ID	Dates and Time	Controller	Units	Rate	Slip Value
Posting Status		Activity	DNB Time	Rate Info	
Description		Client	Est. Time	Bill Status	
		Reference	Variance		
93534	TIME	LVS	0.30	190.00	57.00
1/12/2016		Service	0.00	T	
Billed	G:109796	CanyonOutdoorMedia/Ne	0.00		
Telephone call to Curtis Massood; draft letter to Jim Rusnvold;			0.00		
93613	TIME	LVS	0.30	190.00	57.00
1/12/2016		Service	0.00	T	
Billed	G:109809	CanyonOutdoorMedia/Ne	0.00		
Telephone call to Curtis Massood; draft letter to Jim Rusnvold;			0.00		
93614	TIME	LVS	2.80	190.00	532.00
1/13/2016		Service	0.00	T	
Billed	G:109809	CanyonOutdoorMedia/Ne	0.00		
Prepare deposition outlines; conference with Curtis Massood;			0.00		
93535	TIME	LVS	2.80	190.00	532.00
1/13/2016		Service	0.00	T	
Billed	G:109796	CanyonOutdoorMedia/Ne	0.00		
Prepare deposition outlines; conference with Curtis Massood;			0.00		
93616	TIME	LVS	7.30	190.00	1387.00
1/14/2016		Service	0.00	T	
Billed	G:109809	CanyonOutdoorMedia/Ne	0.00		
Prepare for and attend depositions for Alan Nettleton and Susan Martin, conference with Curtis Massood; receive and review email from Jeff Harker;			0.00		
93536	TIME	LVS	7.30	190.00	1387.00
1/14/2016		Service	0.00	T	
Billed	G:109796	CanyonOutdoorMedia/Ne	0.00		
Prepare for and attend depositions for Alan Nettleton and Susan Martin, conference with Curtis Massood; receive and review email from Jeff Harlar;			0.00		
93615	TIME	LVS	0.70	190.00	133.00
1/18/2016		Service	0.00	T	
Billed	G:109809	CanyonOutdoorMedia/Ne	0.00		
Conference with Curtis Massood;			0.00		
93609	TIME	LVS	0.00	0.00	0.00
1/18/2016		Service	0.00	T@19	
Billed	G:109808	CanyonOutdoorMedia/Ne	0.00		
			0.00		
93537	TIME	LVS	0.70	190.00	133.00
1/18/2016		Service	0.00	T	
Billed	G:109796	CanyonOutdoorMedia/Ne	0.00		
Conference with Curtis Massood;			0.00		

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Slip ID	Dates and Time	Controller	Units	Rate	Slip Value
Posting Status		Activity	DNB Time	Rate Info	
Description		Client	Est. Time	Bill Status	
		Reference	Variance		
94034	TIME	LVS	0.40	190.00	76.00
1/26/2016		Service	0.00	T@19	
Billed	G:110541	3/10/2016 CanyonOutdoorMedia/Ne	0.00		
Conference with Curtis Massood;			0.00		
94050	TIME	LVS	0.40	190.00	76.00
1/29/2016		Service	0.00	T@19	
Billed	G:110541	3/10/2016 CanyonOutdoorMedia/Ne	0.00		
Conference with Curtis Massood;			0.00		
94058	TIME	LVS	1.00	190.00	190.00
2/4/2016		Service	0.00	T@19	
Billed	G:110541	3/10/2016 CanyonOutdoorMedia/Ne	0.00		
Conference with Curtis Massood;			0.00		
94067	TIME	LVS	0.10	190.00	19.00
2/12/2016		Service	0.00	T@19	
Billed	G:110541	3/10/2016 CanyonOutdoorMedia/Ne	0.00		
Telephone conference with Curtis Massood;			0.00		
94072	TIME	LVS	0.60	190.00	114.00
2/18/2016		Service	0.00	T@19	
Billed	G:110541	3/10/2016 CanyonOutdoorMedia/Ne	0.00		
Review discovery; telephone call to Curtis Massood;			0.00		
94075	TIME	LVS	3.80	190.00	722.00
2/19/2016		Service	0.00	T@19	
Billed	G:110541	3/10/2016 CanyonOutdoorMedia/Ne	0.00		
Conference with Curtis Massood; draft discovery responses;			0.00		
94176	TIME	LVS	0.90	190.00	171.00
2/24/2016		Service	0.00	T@19	
Billed	G:110541	3/10/2016 CanyonOutdoorMedia/Ne	0.00		
Conference with Curtis Massood;			0.00		
94155	TIME	LVS	0.80	190.00	152.00
2/25/2016		Service	0.00	T@19	
Billed	G:110541	3/10/2016 CanyonOutdoorMedia/Ne	0.00		
Draft Memorandum in Support of Motion for Summary Judgment			0.00		
94177	TIME	LVS	1.60	190.00	304.00
2/26/2016		Service	0.00	T@19	
Billed	G:110541	3/10/2016 CanyonOutdoorMedia/Ne	0.00		
Draft Declaration of Curtis Massood; conference with Curtis Massood;			0.00		
94078	TIME	JMW	0.50	190.00	95.00
2/29/2016		Service	0.00	T	
Billed	G:110541	3/10/2016 CanyonOutdoorMedia/Ne	0.00		
Conference with LVS re: summary judgment motion			0.00		
94178	TIME	LVS	5.40	190.00	1026.00
2/29/2016		Service	0.00	T@19	
Billed	G:110541	3/10/2016 CanyonOutdoorMedia/Ne	0.00		

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Slip ID	Dates and Time	Controller Activity	Units	Rate	Slip Value
	Posting Status	Client	DNB Time	Rate Info	
	Description	Reference	Est. Time	Bill Status	
			Variance		
	Draft Motion for Summary Judgment, draft Affidavit of Louis Spiker in Support of Motion for Summary Judgment, draft and revise Memorandum in Support of Motion for Summary Judgment, obtain hearing date from Ada County, conference with Curtis Massood;		0.00		
94419	TIME	LVS	0.10	190.00	19.00
3/1/2016		Service	0.00	T@19	
Billed	G:111407	4/13/2016 CanyonOutdoorMedia/Ne	0.00		
	Telephone conference with Curtis Massood;		0.00		
94421	TIME	LVS	0.40	190.00	76.00
3/2/2016		Service	0.00	T@19	
Billed	G:111407	4/13/2016 CanyonOutdoorMedia/Ne	0.00		
	Receive and review letter from James Runsvold; conduct related research;		0.00		
94426	TIME	LVS	0.70	190.00	133.00
3/7/2016		Service	0.00	T@19	
Billed	G:111407	4/13/2016 CanyonOutdoorMedia/Ne	0.00		
	Telephone conference with Curtis Massood;		0.00		
94429	TIME	LVS	1.10	190.00	209.00
3/10/2016		Service	0.00	T@19	
Billed	G:111407	4/13/2016 CanyonOutdoorMedia/Ne	0.00		
	Review Motion for Summary Judgment; telephone conference with Curtis Massood;		0.00		
94430	TIME	LVS	0.50	190.00	95.00
3/11/2016		Service	0.00	T@19	
Billed	G:111407	4/13/2016 CanyonOutdoorMedia/Ne	0.00		
	Conference with Curtis Massood; review affidavit of Susan Martin;		0.00		
94432	TIME	LVS	0.20	190.00	38.00
3/14/2016		Service	0.00	T@19	
Billed	G:111407	4/13/2016 CanyonOutdoorMedia/Ne	0.00		
	Conference with Jeff Harker;		0.00		
94436	TIME	LVS	0.40	190.00	76.00
3/15/2016		Service	0.00	T@19	
Billed	G:111407	4/13/2016 CanyonOutdoorMedia/Ne	0.00		
	Telephone conference with Curtis Massood;		0.00		
94437	TIME	LVS	0.20	190.00	38.00
3/15/2016		Service	0.00	T@19	
Billed	G:111407	4/13/2016 CanyonOutdoorMedia/Ne	0.00		
	Telephone conference with Curtis Massood; telephone conference with Jeff Harker;		0.00		
94438	TIME	LVS	0.10	190.00	19.00
3/16/2016		Service	0.00	T@19	
Billed	G:111407	4/13/2016 CanyonOutdoorMedia/Ne	0.00		
	Conference with Curtis Massood;		0.00		

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Slip ID	Dates and Time	Controller	Units	Rate	Slip Value
Posting Status		Activity	DNB Time	Rate Info	
Description		Client	Est. Time	Bill Status	
		Reference	Variance		
94459	TIME	LVS	4.20	190.00	798.00
3/23/2016		Service	0.00	T@19	
Billed	G:111407	4/13/2016 CanyonOutdoorMedia/Ne	1.00		
Telephone conference with Jim Runsvold; supplemental discovery responses; telephone conference with Curtis Massood; draft response to motion for summary judgment;			3.20		
95088	TIME	LVS	0.40	190.00	76.00
3/25/2016		Service	0.00	T@19	
Billed	G:111678	5/9/2016 CanyonOutdoorMedia/Ne	0.00		
Emails from and to Jeff Harker; telephone conference with Curtis Massood;			0.00		
95040	TIME	LVS	0.50	190.00	95.00
3/30/2016		Service	0.00	T@19	
Billed	G:111678	5/9/2016 CanyonOutdoorMedia/Ne	0.00		
Conference with Curtis Massood;			0.00		
95047	TIME	LVS	1.20	190.00	228.00
4/5/2016		Service	0.00	T@19	
Billed	G:111678	5/9/2016 CanyonOutdoorMedia/Ne	0.00		
Prepare for Motion for Summary Judgment hearing;			0.00		
95048	TIME	LVS	7.20	190.00	1368.00
4/6/2016		Service	0.00	T@19	
Billed	G:111678	5/9/2016 CanyonOutdoorMedia/Ne	0.00		
Prepare for and attend oral argument;			0.00		
95051	TIME	LVS	0.40	190.00	76.00
4/11/2016		Service	0.00	T@19	
Billed	G:111678	5/9/2016 CanyonOutdoorMedia/Ne	0.00		
Conference with Curtis Massood;			0.00		
95057	TIME	LVS	0.50	190.00	95.00
4/13/2016		Service	0.00	T@19	
Billed	G:111678	5/9/2016 CanyonOutdoorMedia/Ne	0.00		
Conference with Curtis Massood; review motion to quash;			0.00		
95063	TIME	LVS	0.20	190.00	38.00
4/18/2016		Service	0.00	T@19	
Billed	G:111678	5/9/2016 CanyonOutdoorMedia/Ne	0.00		
Conference with Curtis Massood;			0.00		
95588	TIME	LVS	0.30	190.00	57.00
4/21/2016		Service	0.00	T@19	
WIP		CanyonOutdoorMedia/Ne	0.00		
Conference with Curtis Massood;			0.00		
95592	TIME	LVS	0.50	190.00	95.00
4/22/2016		Service	0.00	T@19	
WIP		CanyonOutdoorMedia/Ne	0.00		
Review documents faxed by Curtis Massood; draft response to Objection to Subpoena			0.00		

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Slip Listing

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Slip ID		Controller	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
95657	TIME	JMW	2.00	190.00	380.00
4/25/2016		Service	0.00	T	
WIP		CanyonOutdoorMedia/Ne	0.00		
Conference with LVS regarding hearing upon motion to quash; review file materials; attend hearing upon motion to quash;			0.00		
95597	TIME	LVS	0.20	190.00	38.00
4/25/2016		Service	0.20	T@19	
WIP		CanyonOutdoorMedia/Ne	0.00	No Charge	
Conference with Jeff Wilson;			0.00		
95601	TIME	LVS	0.50	190.00	95.00
4/26/2016		Service	0.00	T@19	
WIP		CanyonOutdoorMedia/Ne	0.00		
Conference with Curtis Massood; telephone call from Brad Miller;			0.00		
95605	TIME	LVS	0.60	190.00	114.00
4/28/2016		Service	0.00	T@19	
WIP		CanyonOutdoorMedia/Ne	0.00		
Draft order denying motion to quash; draft letter to Jim Runsvold; email Bill Miller;			0.00		
95609	TIME	LVS	3.00	190.00	570.00
5/5/2016		Service	0.00	T@19	
WIP		CanyonOutdoorMedia/Ne	0.00		
Conference with Curtis Massood regarding trial strategy and discovery supplement;			0.00		
95611	TIME	LVS	3.70	190.00	703.00
5/6/2016		Service	0.00	T@19	
WIP		CanyonOutdoorMedia/Ne	0.00		
Review order to quash; conference with Lisa regarding service of subpoena; telephone call from Curtis Massood;			0.00		
95618	TIME	LVS	0.20	190.00	38.00
5/11/2016		Service	0.00	T@19	
WIP		CanyonOutdoorMedia/Ne	0.00		
Call from Jim Runsvold;			0.00		
95622	TIME	LVS	1.40	190.00	266.00
5/12/2016		Service	0.00	T@19	
WIP		CanyonOutdoorMedia/Ne	0.00		
Conference with Jim Runsvold;			0.00		
95625	TIME	LVS	1.10	190.00	209.00
5/13/2016		Service	0.00	T@19	
WIP		CanyonOutdoorMedia/Ne	0.00		
Revise and finalize motion to compel and supporting affidavit; conference with Curtis Massood;			0.00		

5/1/2016

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Slip Listing

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Slip ID	Controller	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
95626	LVS	0.70	190.00	133.00
TIME				
5/17/2016	Service	0.00	T@19	
WIP	CanyonOutdoorMedia/Ne	0.00		
Review stipulation proposed by Jim Runsvold; telephone conference with Curtis Massood;		0.00		
95629	LVS	4.50	190.00	855.00
TIME				
5/18/2016	Service	0.00	T@19	
WIP	CanyonOutdoorMedia/Ne	0.00		
Pretrial memorandum; review stipulation; review documents from Jim Runsvold; email Jim Runsvold;		0.00		
95630	LVS	0.10	190.00	19.00
TIME				
5/19/2016	Service	0.00	T@19	
WIP	CanyonOutdoorMedia/Ne	0.00		
Receive and review email from Jim Runsvold;		0.00		
Grand Total	Billable	107.10		20349.00
	Unbillable	0.20		38.00
	Total	107.30		20387.00

JEFFREY M. WILSON, ISB No. 1615
LOUIS V. SPIKER, ISB No. 8281
WORST, FITZGERALD & STOVER, PLLC
3858 N. Garden Center Way, Suite 200
Boise, Idaho 83703
P.O. Box 1544
Boise, Idaho 83701
Telephone: 208-345-9100
Facsimile: 208-384-0442
Attorneys for Defendant

NO. _____ FILED _____
AM. _____ PM. 9:10

JUN 01 2016

CHRISTOPHER D. RICH, Clerk
By TYLER ATKINSON
DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,

Plaintiff,

vs.

CANYON OUTDOOR MEDIA, LLC an
Idaho limited liability company,

Defendant.

Case No.: CV-OC-2015-14630

**AFFIDAVIT OF LOUIS V. SPIKER IN
SUPPORT OF MEMORANDUM OF
ATTORNEY'S FEES AND COSTS**

STATE OF IDAHO)
)ss.
County of Ada)

I, Louis V. Spiker, being first duly sworn, depose and says:

1. I am one of the attorneys of record for the above-named Plaintiff. I make this affidavit based on my own personal knowledge and in accordance with Idaho Rule of Civil Procedure Rule 54(e).

2. The Exhibit A attached to the Memorandum of Attorney's Fees and Costs sets forth a true itemization of the attorney's fees incurred by said Plaintiff in the above-entitled action.

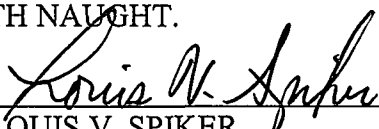
3. The costs listed in the accompanying Memorandum of Attorney's Fees and Costs are as a matter of right, are correct and were necessarily incurred in the above case.

4. Plaintiff was charged attorney's fees on an hourly basis as indicated, which fees are reasonable and similar to the amount charged by attorneys with similar skills, experience and ability in other law firms in the area who do similar work.

5. I believe that the amount of time expended in connection with this matter was reasonable, appropriate and necessary, and that the fee charged was reasonable and appropriate. I am familiar with the fees charged in this area by other lawyers of comparable skill, experience and ability, in connection with matters of a similar nature, and believe the amount charged was commensurate with and competitive to them.

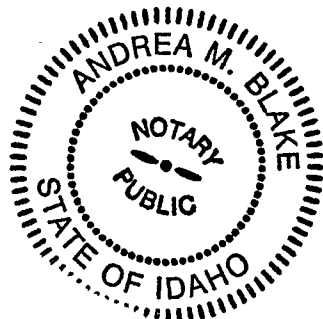
6. Attached as Exhibit A are true and correct copies of relevant portions of Plaintiff's Answers and Responses to Defendant's Request for Production of Documents dated February 11, 2016, Plaintiff's First Set of Interrogatories, Requests for Production of Documents, and Requests for Admissions to Defendant dated September 28, 2015, and Plaintiff's Responses to Defendant's Request for Admissions dated January 8, 2016.

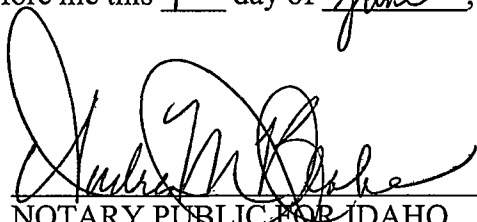
FURTHER YOUR AFFIANT SAYETH NAUGHT.



LOUIS V. SPIKER
Attorney for Defendant

SUBSCRIBED AND SWORN to before me this 1st day of June, 2016.





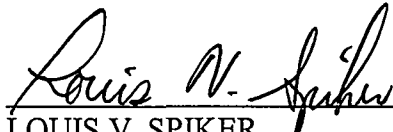
NOTARY PUBLIC FOR IDAHO
Residing at: Bonne
My Commission Expires: 7.18.17

CERTIFICATE OF MAILING

The undersigned certifies that on this 15th day of June, 2016, he caused a true and correct copy of the foregoing **AFFIDAVIT LOUIS V. SPIKER IN SUPPORT OF MEMORANDUM OF ATTORNEY'S FEES AND COSTS** to be served upon the following persons in the following manner:

James M. Runsvold
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave., Ste C
PO Box 917
Caldwell, ID 83606
Attorney for Plaintiff

☒ U.S. Mail, postage prepaid
☐ E-mail:
☐ Overnight Mail
☒ Facsimile: 208-459-0288



LOUIS V. SPIKER
Attorney for Defendant

Exhibit A

JAMES M. RUNSVOLD ISB #2975
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave. Ste. C
Post Office Box 917
Caldwell, Idaho 83606
(208) 459-2610
Fax (208) 459-0288

Attorney for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,	)	Case No. CV-OC-2015-14630
)	
Plaintiff,)	
)	
vs.	)	PLAINTIFF'S ANSWERS AND
	)	RESPONSES TO DEFENDANT'S
	)	REQUEST FOR PRODUCTION
CANYON OUTDOOR MEDIA, LLC,	)	OF DOCUMENTS
an Idaho limited liability company,)	
)	
Defendant.)	

COMES NOW Plaintiff Allen G. Nettleton by and through his attorney of record James M. Runsvold and answers and responds to Defendant's Request for Production of Documents as follows:

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1: Please produce each and every statement, audio tapes or transcribed statements taken of or given by the Propounding Party, you, or any other person who purports to have knowledge relating to the facts of his case. Please include statements obtained on your behalf whether obtained by you or your agents.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1: None except audio recording of phone call between Plaintiff and Curtis Massood produced by Defendant.

REQUEST FOR PRODUCTION NO. 2: Please produce each exhibit that you intend to offer into evidence at the trial of this case, either for evidentiary or illustrative purposes.

RESPONSE TO REQUEST FOR PRODUCTION NO. 2: Plaintiff has not yet identified his exhibits for trial. Plaintiff may offer into evidence any document or thing produced or identified

in discovery by either side, and any other document or thing for rebuttal or impeachment purposes. Plaintiff may offer any of the documents produced herewith including the following:

- a. Contracts between advertisers and Defendant. Exhibit 1.
- b. Compilation of information from the contracts. Exhibit 2.
- c. The rate schedule for "renewal" contract effective on or about February 28, 2014.

Exhibit 3.

- d. Curtis Massood's e-mail dated February 23, 2015. Exhibit 4.
- e. Management documents prepared by Defendant including those showing the status and terms of contracts, payments made by advertisers, payments made to Plaintiff. Exhibit 5 and documents heretofore produced by Defendant.

- f. Documents received from third-parties pursuant to subpoena and/or public records requests including without limitation:

- (1) Documents received from Capital Educators Credit Union. Exhibit 6.
- (2) Documents (if any) received from the Idaho State Tax Commission. Not yet received.
- (3) Documents (if any) received from the Idaho State Insurance Fund. Not yet received.
- (4) Documents (if any) received from The Payroll Company. Not yet received.
- (5) Documents received from the Idaho Department of Labor. Exhibit 7.
- (6) Documents (if any) received from any other third party pursuant to subpoena or public records request. Not yet received.

- g. Plaintiff's income records while at Defendant's company, including paystubs and back-up documents. Exhibit 8 and documents heretofore produced by Defendant and/or in Defendant's exclusive possession.

- h. Plaintiff's wage and income statements (W-2's, 1099's) from Defendant. Exhibit 9 (2013, 2014, and 2015 documents).

- i. Plaintiff's resignation letter dated April 9, 2015. Exhibit 10.

- j. Plaintiff's Canyon Outdoor Media business card. Exhibit 11.

REQUEST FOR PRODUCTION NO. 3: Please produce all documents, if any, that you or any other witness will rely on in testifying at the trial of case.

EXHIBIT - 2

Exhibit A (Revision 2)

Renewal Contracts

*Advertiser's Payments paid and/or coming due after Plaintiff left company, including in-kind payments (i.e. trades)

**7 ½ % of Payments

Contract #1:

- a. Advertiser: The Cottages
- b. Rental location: Sign 20LHR @ 1229 NW 16th Street, Fruitland ID
- c. Date of contracting: October 22, 2014
- d. Contract start date: December 1, 2014
- e. Contract end date: November 30, 2015
- f. Payments *: \$4000
- g. Commission due **: \$300

Contract #2:

- a. Advertiser: Artic [Arctic] Circle
- b. Rental location: Sign 09LHR @ 126 11th Ave., Nampa
- c. Date of contracting: January 27, 2015
- d. Contract start date: March 1, 2015
- e. Contract end date: February 28, 2016
- f. Payments *: \$7700
- g. Commission due **: \$577.50

Contract #3:

- a. Advertiser: West Valley Medical Center (HCA Mountain Division for)
- b. Rental location: Sign 17LHR @ 10257 Hwy 20/26, Nampa
- c. Date of contracting: December 15, 2014
- d. Contract start date: January 1, 2015
- e. Contract end date: June 30, 2015
- f. Payments *: \$5000
- g. Commission due **: \$375

Contract #4:

- a. Advertiser: Impact Radio Group
- b. Rental location: Sign 25LHR-Digital Board @ 1515 Fairview & Locust Grove, Meridian
- c. Date of contracting: November 24, 2014
- d. Contract start date: January 1, 2015
- e. Contract end date: June 30, 2015
- f. Payments *: \$13,400
- g. Commission due **: \$1005

Contract #5:

- a. Advertiser: Impact Radio Group
- b. Rental location: Sign 31 RHR-Digital Board @ 1614 Karcher Road
- c. Date of contracting: November 24, 2014
- d. Contract start date: January 1, 2015
- e. Contract end date: June 30, 2015
- f. Payments *: Included in #4 above
- g. Commission due **: Included in #4 above

Exhibit A (Revision 2)

Renewal Contracts

*Advertiser's Payments paid and/or coming due after Plaintiff left company, including in-kind payments (i.e. trades)

**7 ½ % of Payments

Contract #6:

- a. Advertiser: MDI Marketing for Little Ceasers
- b. Rental location: Sign 08RHR @ Garrity Blvd-Nampa ID
- c. Date of contracting: October 22, 2014
- d. Contract start date: December 1, 2014
- e. Contract end date: November 30, 2015
- f. Payments *: \$7200
- g. Commission due**: \$540

Contract #7:

- a. Advertiser: Capital Educators Credit Union
- b. Rental location: Sign 01RHR @ State Street & Hwy 55
- c. Date of contracting: August 7, 2014
- d. Contract start date: September 1, 2014
- e. Contract end date: August 31, 2015
- f. Payments *: \$6250
- g. Commission due**: \$468.75

Contract #8:

- a. Advertiser: Roaring Springs
- b. Rental location: Sign 25 Left Hand Read @ 1515 E. Fairview Ave., Meridian
- c. Date of contracting: December 5, 2014
- d. Contract start date: -
- e. Contract end date: December 31, 2015
- f. Payments *: \$9900
- g. Commission due**: \$742.50

Contract #9:

- a. Advertiser: The Agency Creative Network Agency of record for St. Alphonsus
- b. Rental location: Sign 30LHR @ 10100 Chinden Blvd., Boise
- c. Date of contracting: October 16, 2014
- d. Contract start date: January 1, 2015
- e. Contract end date: December 31, 2015
- f. Payments *: \$13,500
- g. Commission due**: \$1012.50

Contract #10

- a. Advertiser: The Agency Creative Network Agency of record for St. Alphonsus
- b. Rental location: Sign 15RHR @ 1719 Karcher Rd., Nampa
- c. Date of contracting: October 16, 2014
- d. Contract start date: December 1, 2014
- e. Contract end date: November 30, 2015
- f. Payments *: \$8800
- g. Commission due**: \$660

Exhibit A (Revision 2)

Renewal Contracts

*Advertiser's Payments paid and/or coming due after Plaintiff left company, including in-kind payments (i.e. trades)

**7 ½ % of Payments

Contract #11:

- a. Advertiser: Tamarack Municipal Association
- b. Rental location: Sign 23RHR @ 8126 West State Street in Boise
- c. Date of contracting: May 29, 2014
- d. Contract start date: June 1, 2014
- e. Contract end date: May 31, 2015
- f. Payments *: \$1500
- g. Commission due**: \$112.50

Contract #12 – See New Contract #24

- ~~a. Advertiser: Great Floors~~
- ~~b. Rental location: Sign 31RHR @ 1614 Karcher Rd., Nampa~~
- ~~c. Date of contracting: March 17, 2014~~
- ~~d. Contract start date: May 1, 2014~~
- ~~e. Contract end date: April 30, 2015~~
- ~~f. Payments *:~~
- ~~g. Commission due**:~~

Contract #13

- a. Advertiser: Great Floors
- b. Rental location: Sign 01RHR @ State St. & Hwy 55, Sign 03 @ Victory & Cole Rd and Sign 18RHR @ 407 Franklin Blvd.
- c. Date of contracting: April 1, 2014
- d. Contract start date: May 1, 2014
- e. Contract end date: April 30, 2015
- f. Payments *: \$6900
- g. Commission due**: \$517.50

Contract #14:

- a. Treasure Valley Community College (Summit Media & Marketing for)
- b. Rental location: Sign 17RHR @ Hwy 20/26, Nampa
- c. Date of contracting: September 24, 2014
- d. Contract start date: September 1, 2014
- e. Contract end date: February 28, 2015
- f. Payments *: \$1800
- g. Commission due**: \$135

Contract #15:

- a. Treasure Valley Community College (Summit Media & Marketing for)
- b. Rental location: Sign 19LHR @ 7th Street & Hwy 95, Fruitland
- c. Date of contracting: September 24, 2014
- d. Contract start date: October 1, 2014
- e. Contract end date: March 31, 2015
- f. Payments *: \$1800
- g. Commission due**: \$135

Exhibit A (Revision 2)

Renewal Contracts

*Advertiser's Payments paid and/or coming due after Plaintiff left company, including in-kind payments (i.e. trades)

**7 ½ % of Payments

Contract #16:

- a. Treasure Valley Community College (Summit Media & Marketing for)
- b. Rental location: Sign 16LHR @ 3011 Caldwell Blvd., Nampa
- c. Date of contracting: September 24, 2014
- d. Contract start date: November 1, 2014
- e. Contract end date: April 30, 2015
- f. Payments *: \$3200
- g. Commission due**: \$240

Contract #17:

- a. Treasure Valley Community College (Summit Media & Marketing for)
- b. Rental location: Sign 17RHR @ 10257 Hwy 20/26, Nampa
- c. Date of contracting: March 24, 2015
- d. Contract start date: March 1, 2015
- e. Contract end date: August 31, 2015
- f. Payments *: \$5400
- g. Commission due**: \$405

Contract #18:

- a. Treasure Valley Community College (Summit Media & Marketing for)
- b. Rental location: Sign 19LHR @ 7th Street & Hwy 95, Fruitland
- c. Date of contracting: March 24, 2015
- d. Contract start date: April 1, 2015
- e. Contract end date: September 30, 2015
- f. Payments *: \$3600
- g. Commission due**: \$270

Contract #19:

- a. Treasure Valley Community College (Summit Media & Marketing for)
- b. Rental location: Sign 16LHR @ 3011 Caldwell Blvd., Nampa
- c. Date of contracting: September 24, 2014
- d. Contract start date: May 1, 2015
- e. Contract end date: October 31, 2015
- f. Payments *: \$4800
- g. Commission due**: \$360

Contract #20:

- a. Bank of the Cascades
- b. Rental location: Sign 07LHR @ 1636 Garrity Blvd., Nampa
- c. Date of contracting: April 1, 2015
- d. Contract start date: March 1, 2015
- e. Contract end date: February 29, 2016
- f. Payments *: \$7700
- g. Commission due**: \$577.50

Total of commission due on "Renewal" contracts: \$8433.75

written answer or objection addressed to the matter, signed under oath by you or your attorney. If objection is made, the reasons therefor shall be stated. Your answer shall specifically admit or deny the matter. A denial shall fairly meet the substance of the requested admission, and when good faith requires that you qualify or deny your answer or deny only a part of a matter of which an admission is requested, you shall specify so much of it is true and qualify or deny the remainder. You may not state that you have made reasonable inquiry and that the information known or readily obtainable by you is insufficient to enable you to admit or deny.

These discovery requests are deemed continuing and your responses thereto are to be supplemented as additional information and knowledge becomes available or known to you.

Documents to be produced are to be produced for inspection and copying at the office of James M. Runsvold, 623 S. Kimball Ave., Ste. C., Caldwell, Idaho 83605. In lieu thereof, legible copies of said documents may be mailed to James M. Runsvold, Attorney, P.O. Box 917, Caldwell, Idaho 83606-0917, said copies to arrive no later than THIRTY (30) days from the service hereof.

DEFINITIONS:

"You" and "Your" and words of similar import refer to Canyon Outdoor Media, LLC.

INTERROGATORIES

INTERROGATORY NO. 1: Please state the following as to each payment you have received on or after April 1, 2015, and updated to the time of trial with reference to each of the contracts listed in Exhibit A hereto:

- a. Advertiser
- b. Rental location(s)
- c. Date of contracting
- d. Contract start date
- e. Contract end date
- f. Total amount per month (i.e. contract rental rate)

INTERROGATORY NO. 2: Please state the following as to every payment you have made to Plaintiff with reference to the contracts listed in Exhibit A hereto:

- a. Date of payment
- b. Amount of payment

(1) gross

(2) net

c. Identification of the contract with reference to which the payment was made, in sufficient detail to allow it to be identified among those listed in Exhibit A hereto.

INTERROGATORY NO. 3: Please state the method of calculation you used to determine Plaintiff's rate of compensation for each of the payments you made to Plaintiff with reference to the contracts listed in Exhibit A hereto.

INTERROGATORY NO. 4: Please state whether any of the contracts listed in Exhibit A hereto has been terminated effective before the Contract End Date, and if so state the following as to each one so terminated:

a. Advertiser

b. Rental location(s)

c. Date of Contracting

d. Contract start date

e. Actual contract end date (i.e. effective date of termination).

INTERROGATORY NO. 5: Please state the following as to each payment you have received on or after April 1, 2015, and updated to the time of trial with reference to each of the contracts listed in Exhibit B hereto:

a. Advertiser

b. Rental location(s)

c. Date of contracting

d. Contract start date

e. Contract end date

f. Total amount per month (i.e. contract rental rate)

INTERROGATORY NO. 6: Please state the following as to every payment you have made to Plaintiff with reference to the contracts listed in Exhibit B hereto:

a. Date of payment

b. Amount of payment

(1) gross

(2) net

REQUEST FOR ADMISSION NO. 3: Please admit that you were an independent contractor that performed services for Propounding Party rather than Propounding Party's employee, prior to March 9, 2015.

RESPONSE TO REQUEST FOR ADMISSION NO. 3: Denied.

REQUEST FOR ADMISSION NO. 4: Please admit that contract #6 and contract #23 of Exhibit B to Plaintiff's First Set of Interrogatories, Requests for Production of Documents and Requests for Admissions to Defendant were not "new" contracts.

RESPONSE TO REQUEST FOR ADMISSION NO. 4: Admitted as to contract #B-6; denied as to contract # B-23.

REQUEST FOR ADMISSION NO. 5: Please admit that in a month where you produced less than 24 months of new business contracts, you were and are not entitled to receive a percentage of gross revenue received in that month from the renewal accounts that you serviced.

RESPONSE TO REQUEST FOR ADMISSION NO. 5: Object as ambiguous and therefore not reasonably calculated to lead to admissible evidence, and therefore denied.

REQUEST FOR ADMISSION NO. 6: Please admit that in a month where you produced more than 24 months of new business contracts and less than 36 months of new business contracts, you were entitled to receive 5% of gross revenue received in that month from the renewal accounts that you serviced.

RESPONSE TO REQUEST FOR ADMISSION NO. 6: Object as ambiguous and therefore not reasonably calculated to lead to admissible evidence, and therefore denied.

REQUEST FOR ADMISSION NO. 7: Please admit that in a month where you produced more than 36 months of new business contracts and less than 48 months of new business contracts, you were entitled to receive 7.5% of gross revenue received in that month from the renewal accounts that you serviced.

RESPONSE TO REQUEST FOR ADMISSION NO. 7: Object as ambiguous and therefore not reasonably calculated to lead to admissible evidence, and therefore denied.

REQUEST FOR ADMISSION NO. 8: Please admit that in a month where you produced more than 48 months of new business contracts, you were entitled to receive 10% of gross revenue received in that month from the renewal accounts that you serviced.

PLAINTIFF'S RESPONSES TO DEFENDANT'S REQUEST FOR ADMISSIONS Page-2

Stephanie
10/3/14 9 H

NO. _____
A.M. _____ P.M. _____

JUN 02 2016

CHRISTOPHER D. RICH, Clerk
By ALESIA BUTTS
DEPUTY

JEFFREY M. WILSON, ISB No. 1615
LOUIS V. SPIKER, ISB No. 8281
WORST, FITZGERALD & STOVER, PLLC
3858 N. Garden Center Way, Ste. 200
Boise, ID 83703
P.O. Box 1544
Boise, ID 83701
Telephone: 208-345-9100
Facsimile: 208-384-0442
Attorney for Defendant

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,

Plaintiff,

v.

CANYON OUTDOOR MEDIA, LLC an
Idaho limited liability company,

Defendant.

Case No. CV-OC-2015-14630

**MOTION FOR
RECONSIDERATION**

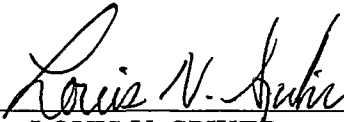
COME NOW, the Defendant Canyon Outdoor Media, LLC, by and through its counsel of record, WORST, FITZGERALD & STOVER, PLLC, and, pursuant to Rule 11(a)(2)(B) of the Idaho Rules of Civil Procedure and Idaho Code § 6-1604, hereby move this Court for reconsideration its decision to deny Defendant's Motion for Summary Judgment and grant in part the Plaintiff's Motion for Summary Judgment. The Defendant requests reconsideration of the Court's determination that a contract existed between the Plaintiff and the Defendant that entitled the Plaintiff to commissions following his resignation, the Court's determination that it was most probable that there was no agreement that the Plaintiff had to "service" his contracts in order to be entitled to commission, and reconsideration of the amount of unpaid commission awarded to the Plaintiff. This motion is

supported by the Memorandum in Support of Motion for Reconsideration and the Declaration of Curtis Massood in Support of Motion for Reconsideration filed contemporaneously.

Oral argument is requested.

Dated this 15th day of June, 2016.

WORST, FITZGERALD & STOVER, PLLC

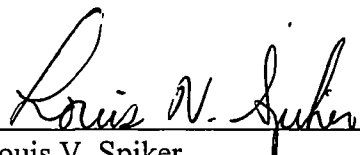
By: 
LOUIS V. SPIKER
Attorneys for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 15th 2nd day of June, 2016, I caused a true and correct copy of the foregoing **MOTION FOR RECONSIDERATION** to be served by the method indicated below, and addressed to the following:

James M. Runsvold
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave., Ste C
Post Office Box 917
Caldwell, ID 83606

☒ U.S. Mail, Postage Prepaid
☐ Hand Delivered
☐ Overnight Mail
☒ Facsimile (208) 459-0288


Louis V. Spiker

RECEIVED
JUN 06 2016
ADA COUNTY CLERK

NO. _____ FILED _____
A.M. CCU P.M. _____
JUN 06 2016
CHRISTOPHER D. RICH, Clerk
By TYLER ATKINSON
DEPUTY

JAMES M. RUNSVOLD ISB #2975
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave. Ste. C
Post Office Box 917
Caldwell, Idaho 83606
(208) 459-2610
Fax (208) 459-0288

Attorney for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,	)	Case No. CV-OC-2015-14630
	)	VERIFIED
Plaintiff,	)	OBJECTION TO DEFENDANT'S
	)	MEMORANDUM OF
vs.	)	COSTS AND FEES
)	
CANYON OUTDOOR MEDIA, LLC,)	
an Idaho limited liability company,)	
)	
Defendant.)	

COMES NOW Plaintiff Allen G. Nettleton by and through his attorney of record James M. Runsvold and OBJECTS to Defendant's Memorandum of Attorney's Fees and Costs herein as follows:

1. Defendant has produced no evidence that Plaintiff had a copy of the February 28, 2014, contract setting forth the "New Commission Rates" for "renewal contracts" before his case was filed. It was not produced by Defendant until its discovery response dated October 27, 2015, on a disc, designated as document DEF000429, Exhibit A hereto.
2. Defendant has not proven that Plaintiff filed a claim "which the employee knew to be false at the time the employee brought the action," as required by Section 45-612(2). There is no proof of Plaintiff's knowledge at the time this action was filed on August 21, 2015. There is no proof that he understood the February 28, 2014, rate schedule to preclude post-separation commissions on his "renewal" contracts. His knowledge at the time of his deposition on January 14, 2016, as cited by

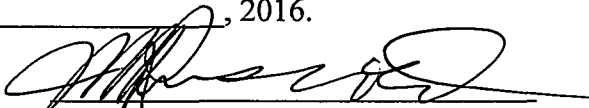
Defendant, could have been gleaned from Exhibit A after it was produced by Defendant in October and does not add up to knowledge of falsity then nor at any other time, nor would it be relevant in any event.

3. Plaintiff's complaint (Amended Complaint filed September 14, 2015) does not expressly make a claim for commissions on "renewal" contracts. Rather the claim is for commissions due on his contracts, whatever the commissions due are determined to be. Therefore, Plaintiff has made no "claim" as to the "renewal" contracts within the meaning of Idaho Code Section 45-612, and therefore no "false claim."

4. Plaintiff "conceded" that he was only entitled to commissions on his "new" contracts before the summary judgment oral argument on April 6, 2016. His summary judgment motion claims he is due commissions totaling \$13,950. Cross-Motion for Summary Judgment, March 9, 2016. This claim is supported by his affidavit, filed the same day, showing his summary judgment claim to be for commissions on his "new" contracts only. Plaintiff clearly did not seek commissions on his "renewal" contracts in his summary judgment. Therefore, he was able to answer "yes" when the Court asked him at the hearing whether he was seeking recovery only on his "new" contracts and not on his "renewal" contracts.

For the reasons stated, Defendant's claim for attorney's fees and costs, brought under Section 45-612(2), should be DENIED.

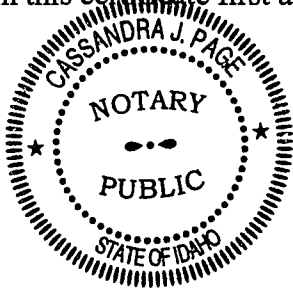
DATED this 2 day of JUNE, 2016.

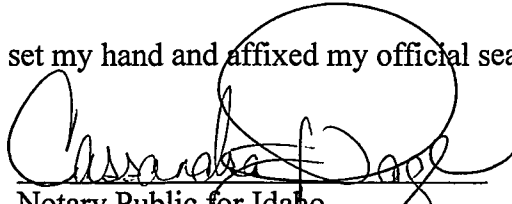

James M. Runsvold

STATE OF IDAHO)
)ss
County of Canyon)

I, Cassandra Page, a notary public, do hereby certify that on this 2nd day of June, 2016, personally appeared before me James M. Runsvold, who, being by me first duly sworn, stated that he signed the foregoing document and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.




Notary Public for Idaho
Residing in Wilder
My commission expires 2/2/19

CERTIFICATE OF SERVICE

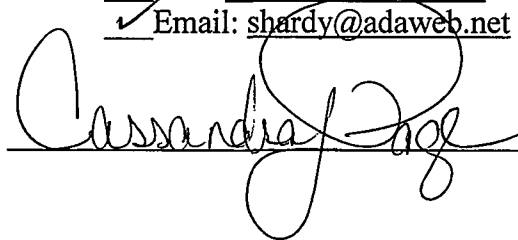
I, the undersigned, hereby certify that on the 2nd day of June, 2016, a true and correct copy of the foregoing document was sent to the following by the method indicated:

Louis V. Spiker
WORST, FITZGERALD & STOVER, PLLC
3858 North Garden Center Way, Suite 200
P.O. Box 1544
Boise ID 83703
Attorney for Defendant

☐ Hand Delivered
☐ Regular Mail
☐ Certified Mail-Receipt # _____
☒ Fax # 208-384-0442

Hon. Samuel A. Hoagland
Ada County Courthouse
200 W. Front Street
Boise ID 83702

☐ Hand Delivered
☐ Regular Mail
☐ Certified Mail-Receipt # _____
☐ Fax # _____
☒ Email: shardy@adaweb.net



CANY N

Outdoor Media, LLC

PO Box 16661 Boise, ID 83715

February 28, 2014

NEW COMMISSION RATES ARE AS FOLLOWS:

	PERCENTAGE OF RENEWALS
2 New Contracts x 12 months = 24 months	5%
3 New Contracts x 12 months = 36 months	7 ½ %
4 New Contracts x 12 months = 48 months	10%

New Contracts will be paid at a Rate of 10% of the Monthly Revenue.


Curtis Massood

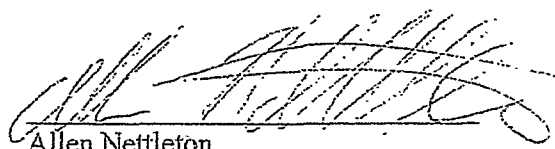

Allen Nettleton

Exhibit (A)

DEF000429 000394

NO. _____
FILED _____
A.M. _____ P.M. _____

JEFFREY M. WILSON, ISB No. 1615
LOUIS V. SPIKER, ISB No. 8281
WORST, FITZGERALD & STOVER, PLLC
3858 N. Garden Center Way, Ste. 200
Boise, ID 83703
P.O. Box 1544
Boise, ID 83701
Telephone: 208-345-9100
Facsimile: 208-384-0442
Attorney for Defendant

JUN 29 2016
CHRISTOPHER D. RICH, Clerk
By JAMIE MARTIN
DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,)	
	)	CASE No.: CV OC 1514630
Plaintiff,)	
v.	)	SUPPLEMENTAL MEMORANDUM
	)	IN SUPPORT OF MOTION FOR
CANYON OUTDOOR MEDIA, LLC an	)	RECONSIDERATION
Idaho limited liability company,)	
)	
Defendant.)	

COMES NOW the Defendant, Canyon Outdoor Media, LLC ("Canyon Outdoor"), by and through its counsel of record, Worst, Fitzgerald & Stover, P.L.L.C., and submits this supplemental memorandum in support of its Motion for Reconsideration.

A. There is no undisputed evidence in the record upon which to support an inference that that there was no "servicing" requirement in the contract between Canyon Outdoor and Allen Nettlton.

The Court is certainly permitted to resolve the conflict between conflicting inferences in situations where evidentiary facts are not disputed. *Riverside Dev. Co. v. Ritchie*, 103 Idaho 515, 519, 650 P.2d 657, 661 (1982). However, inferences must be based on undisputed evidence and

conflicting evidentiary facts must be viewed in favor of the nonmoving party even when the matter is not heard before a jury. *Losee v. Idaho Co.*, 148 Idaho 219, 222, 220 P.3d 575, 578 (2009). In this situation the evidentiary facts, specifically the testimony of Curtis Massood and Allen Nettleton regarding existence of a "servicing" requirement, are in dispute. See Declaration of Curtis Massood in Support of Motion for Summary Judgment at ¶17-20. Like the situation addressed by the Supreme Court in *Losee v. Idaho Co.*, the record before the Court contains factual disputes that preclude summary judgment. See *Losee v. Idaho Co.*, 148 Idaho at 222, 220 P.3d at 578 (2009). Given that the record contains disputed testimony regarding the existence of a "servicing" it is necessary for the Court as the trial of fact in this situation to assess the credibility of Curtis Massood and Allen Nettleton. However, it is not permissible for the assessment of credibility necessary in this situation to take place without a trial. See *Baxter v. Craney*, 135 Idaho 166, 172, 16 P.3d 263, 269 (2000)

B. Allen Nettleton had the burden of proof as to all material terms of his contract with Canyon Outdoor.

In this situation, Allen Nettleton, as the moving party, had the burden of establishing the lack of a genuine issue of material fact with regard to his entitlement to commission following separation from employment. See *Nw. Bec-Corp v. Home Living Serv.*, 136 Idaho 835, 838, 41 P.3d 263, 266 (2002). Allen Nettleton was required to do so by presenting evidence that he was promised commissions following separation from employment as part of his contract with Canyon Outdoor. See *Smith v. Meridian Joint Sch. Dist. No. 2*, 128 Idaho 714, 719, 918 P.2d 583, 588 (1996). However, Allen Nettleton failed to do so and instead argued that Canyon Outdoor had failed to show that he was not entitled to commission following separation. Nettleton was first required to establish the lack of a genuine issue of material fact, before Canyon Outdoor was required to show the existence of a question of a genuine issue of material fact. Allen Nettleton

was the moving party in this situation and failed to meet his burden of proof. As such, Allen Nettleton was not entitled to summary judgment in this situation.

**IV
CONCLUSION**

Based upon the foregoing, Canyon Outdoor respectfully request the Court reconsider its prior order.

DATED this 29th day of June, 2016.

Worst, Fitzgerald & Stover, PLLC


By: Louis V. Spiker
Louis V. Spiker

CERTIFICATE OF SERVICE

The undersigned certifies that on this 29th day of June, 2016, he caused a true and correct copy of the foregoing **SUPPLEMENTAL MEMORANDUM IN SUPPORT OF MOTION FOR RECONSIDERATION** to be served upon the following persons in the following manner:

James M. Runsvold
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave., Ste C
PO Box 917
Caldwell, ID 83606
Attorney for Plaintiff

() U.S. Mail, postage prepaid
() E-mail:
() Overnight Mail
(☒) Facsimile: 208-459-0288


LOUIS V. SPIKER
Attorney for Defendant

RECEIVED
JUL 08 2016
Ada County Clerk

NO. 920 FILED
A.M. 9:20 P.M.

JUL 08 2016
CHRISTOPHER D. RICH, Clerk
By JAMIE MARTIN
DEPUTY

JAMES M. RUNSVOLD ISB #2975
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave. Ste. C
Post Office Box 917
Caldwell, Idaho 83606
(208) 459-2610
Fax (208) 459-0288

Attorney for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,	)	Case No. CV-OC-2015-14630
)	
Plaintiff,	)	PLAINTIFF'S RESPONSE
	)	TO DEFENDANT'S OBJECTION
vs.	)	TO PLAINTIFF'S ATTORNEY
	)	FEES AND COSTS
CANYON OUTDOOR MEDIA, LLC,)	
an Idaho limited liability company,)	
)	
Defendant.)	

COMES NOW Plaintiff Allen G. Nettleton by and through his attorney of record James M. Runsvold and RESPONDS to Defendant's objection to Plaintiff's memorandum of costs and fees, as follows:

- 1. Plaintiff is clearly the prevailing party.** He sued for wages due and owing and Defendant prayed for dismissal of his suit, with prejudice. Answer, dated September 24, 2015, prayer. The Court awarded Plaintiff wages due and owing and imposed a statutory penalty on Defendant. It is heard to see how it could be said that Plaintiff did not "prevail" in this action. Cf., Oakes v. Boise Heart Clinic Phys., LLC, 152 Idaho 540, 272 P. 3d 512 (2012); Bates v. Seldin, 146 Idaho 772, 203 P.3d 702 (2009); Collins v. Jones, 131 Idaho 556, 961 P.2d 647(1998).
- 2. Plaintiff's claimed fees and costs are clearly reasonable, overall.**

a. Defendant does not expressly object to any of the individual costs claimed by Plaintiff and therefore waives any objection to them. They are in any event clearly “costs as of right,” to which Plaintiff is entitled.

b. Defendant has not objected to Plaintiff’s attorney’s hourly rate charged and therefore has waived that objection if any he had.

c. Plaintiff’s memorandum of costs and fees shows that his attorney spent 134.2 hours working on this case. This compares favorably with the 107.30 hours claimed by Defendant’s attorney.

d. Plaintiff’s attorney applied a .75 “adjustment factor” to his raw total attorney hours to reflect the inefficiencies inherent in preparing and prosecuting this unusual (for him) case. This adjustment is more than generous and may not even be justified.

3. Defendant’s claim that some of Plaintiff’s attorney’s charges are “excessive” is ill-founded.

a. The time spent October 8 – 13, 2015, on the Rule 45 notices and subpoenas was required because, contrary to Defendant’s assertion, each subpoena had to be custom made to zero-in on the specific information required from each particular advertiser. Further, the current registered agent and address had to be identified for each so that service could be effected for each of the 23 entities involved.

b. Defendant is not accurate in its characterization of the October 14, 2015, entry in Plaintiff’s attorney’s itemization. There was more done (and shown) on that date than merely “draft objection to...motion for protective order.” Plaintiff and Plaintiff’s attorney also met to work on the case and to make sense of the voluminous business records (“mtg with client”).

4. The IRCP Rule 54(e)(3) factors support Plaintiff’s claimed fees.

(A) The time and labor required. As shown in Plaintiff’s memorandum of costs and fees, Exhibit A itemization.

(B) The novelty and difficulty of the questions. Greater than average where the two main questions, employment status (contractor or employee?) and contract terms were at issue.

(C) The skill requisite to perform the legal service properly and the experience and ability of the attorney in the particular field of law. The skill required was probably about average. Plaintiff's attorney had no prior experience in wage-claim cases, but some in contract cases, and 33 years litigation and general legal experience overall.

(D) The prevailing charges for like work. The amount charged is consistent. Defendant's claimed fees confirm that fact.

(E) Whether the fee is fixed or contingent. The claimed fee is an hourly rate times hours expended.

(F) The time limitations imposed by the client or the circumstances of the case. Average.

(G) The amount involved and the results obtained. The amount involved was up to \$72,142.50. The result obtained was 30% of that. Defendant of course took the position Plaintiff should receive nothing. The results obtained, compared to \$0.00, is incalculable as a percentage.

(H) The undesirability of the case. The case was undesirable in that Plaintiff did not have stable (or sometimes any) employment and therefore was unable to pay fees coming due during the course of the representation. It was undesirable in that there is no discrete fund (like an insurance reserve) from which to recover. Further, it was undesirable in that the defendant company had possession and sometimes exclusive possession of all of the critical documentary evidence.

(I) The nature and length of the professional relationship with the client. This case only.

(J) Awards in similar cases. Consistent, where a contract case has been vigorously litigated, including extensive discovery.

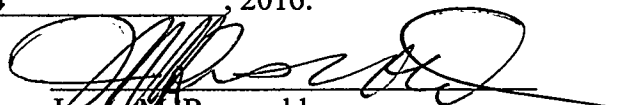
(K) The reasonable cost of automated legal research (Computer Assisted Legal Research), if the court finds it was reasonably necessary in preparing a party's case. Not applicable.

(L) Any other factor which the court deems appropriate in the particular case. The Court should consider that Defendant had no credible evidence to support its claim that Plaintiff was entitled to no post-separation commissions. By continuing to pursue that theory in the known

absence of such proof, Defendant needlessly prolonged this case in the apparent hope of starving-out Plaintiff.

For the reasons stated, Plaintiff should be awarded the full measure of his claimed attorney's fees and costs.

DATED this 6 day of JULY, 2016.


James M. Runsvold

CERTIFICATE OF SERVICE

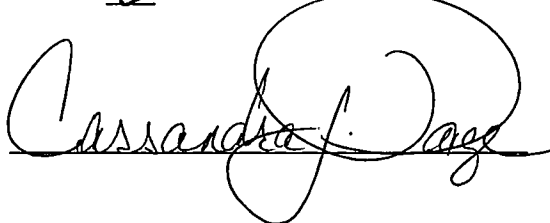
I, the undersigned, hereby certify that on the 6 day of JULY, 2016, a true and correct copy of the foregoing document was sent to the following by the method indicated:

Hon. Samuel A. Hoagland
Ada County Courthouse
200 W. Front Street
Boise, Idaho 83702

☐ Hand Delivered
☐ Regular Mail
☐ Certified Mail-Receipt # _____
☐ Fax # _____
☒ Email-shardy@adaweb.net

Louis V. Spiker
WORST, FITZGERALD & STOVER, PLLC
3858 North Garden Center Way, Suite 200
P.O. Box 1544
Boise ID 83703
Attorney for Defendant

☐ Hand Delivered
☐ Regular Mail
☐ Certified Mail-Receipt # _____
☒ Fax # 208-384-0442



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HAGLAND
STEPHANIE
07.11.16
AL

JAMES M. RUNSVOLD ISB #2975
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave. Ste. C
Post Office Box 917
Caldwell, Idaho 83606
(208) 459-2610
Fax (208) 459-0288

NO. 9950 FILED
A.M. 10 P.M.

JUL 08 2016
CHRISTOPHER D. HIGH, Clerk
By JAMIE MARTIN
DEPUTY

Attorney for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,	)	Case No. CV-OC-2015-14630
)	
Plaintiff,	)	PLAINTIFF'S VERIFIED
	)	RESPONSE TO DEFENDANT'S
vs.	)	MOTION FOR
	)	RECONSIDERATION
CANYON OUTDOOR MEDIA, LLC,)	
an Idaho limited liability company,)	
)	
<u>Defendant.</u>)	

COMES NOW Plaintiff Allen G. Nettleton by and through his attorney of record James M. Runsvold and RESPONDS to Defendant's Motion for Reconsideration, addressing each of the grounds asserted by Defendant in its Memorandum, as follows:

A. EXISTANCE OF CONTRACT

The terms of the contract are clear and do not include a provision that commissions would not be paid post-resignation.

1. The parties' written contract, Exhibit A hereto, includes no such term.
2. The parties never discussed post-resignation commissions, except in the disputed conversation surrounding Emile Lemoine's resignation. Therefore, there was no explicit "meeting of the minds" on any additional contract terms, including as to "servicing" contracts or post-resignation commissions (or Christmas bonuses or paid sick days, for that matter). Therefore, the plain and unambiguous language of the written contract is not qualified in any way.

3. The lump sum payment of Plaintiff's entire 10% commission on the Snake River Dental contract when the advertiser paid in full is "evidence of how the parties intended the

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contract to be interpreted.” Pocatello Hosp. LLC v. Quail Ridge Med. Investor LLC, 156 Idaho 729, 721, 330 P. 3d 1067, 1079 (2014). See also, Mountainview Landowners Coop. Assoc., Inc. v. Cool, 142 Idaho 861, 865, 136 P. 3d 332, 336 (2006). Their interpretation: Plaintiff gets his 10% commission out of the advertiser’s payment when the advertiser pays, not as he “services” the contract over its term of months.

4. Plaintiff’s deposition testimony does not add-up to an admission that he must “service” his contracts in order to get his commissions or that he is not entitled to post-resignation commissions.

B. AMOUNT DUE PLAINTIFF.

1. Plaintiff’s motion for summary judgment sought recovery of \$13,950 in unpaid commissions plus statutory treble damages, etc. Cross-Motion for Summary Judgment, March 9, 2016.

2. Defendant opposed Plaintiff’s summary judgment on the grounds that he is not entitled to any commissions or alternatively, that he is not entitled to statutory treble damages. Response to Plaintiff’s Motion for Summary Judgment, dated March 23, 2016. Defendant did not question the amount of the commissions claimed by Plaintiff (the \$13,950 figure) in any papers opposing the summary judgment.

3. Defendant’s own motion for summary judgment takes the same position as its opposition to Plaintiff’s motion: Plaintiff is not entitled to any commissions and even if he is, he is not entitled to statutory treble damages. Motion for Summary Judgment, dated February 29, 2016; Memorandum In Support of Motion for Summary Judgment, dated February 29, 2016. It does not question Plaintiff’s \$13,950 figure.

4. The only time before now that Defendant has disputed the amount of commissions due was at oral argument on the summary judgment. Defendant’s attorney at that time stated that various amounts less than the full contract amount due Defendant had been paid by Idaho Bourbon Distillers, and therefore Plaintiff’s commission due had to be discounted. This was presented in argument, not under oath. Camp v. Jiminez, 107 Idaho 878, 882, 693 P.2d 1080, 1084 (Idaho App. 1984)(unsworn statements are not probative in summary judgment).

5. The facts Defendant asserts now were not asserted by it in the summary judgment proceeding. It failed therefore to “set forth specific facts showing that there is a genuine issue for trial”, and therefore Plaintiff is entitled to summary judgment. Baxter v. Craney, 135 Idaho 166,

170, 16 P.3d 263, 267 (2000); IRCP Rule 56(e) (“If the party does not so respond, summary judgment, if appropriate, shall be entered against the party,” emphasis added).

6. In effect, Defendant is attempting to introduce a late-filed (after-the-fact filed) summary judgment affidavit (declaration) and argument, in violation of the orderly scheduling required by the summary judgment rule, IRCP Rule 56(c).

C. PAYMENT AND OFFSET.

1. Defendant now for the first time asserts facts in support of its Eighth Affirmative Defense, “offset.” Defendant’s Answer, dated 9/24/15, p. 4.

2. He is now asserting, in section D of his Memorandum, the affirmative defense of “payment.”

3. Defendant had the burden of supporting his claimed affirmative defenses in the summary judgment. Chandler v. Hayden, 147 Idaho 765, 771, 215 P.3d 485, 491 (2009). Having failed to do so, he has waived them.

4. Further, Defendant did not produce in discovery some of the evidence he now cites in support of his affirmative defenses until at least May 12, well after the April 6 oral argument on the summary judgment, if at all. This despite Plaintiff’s discovery requests served September 28, 2015, which included the following:

INTERROGATORY NO. 16: Please state every fact you rely upon in support of your FIRST through TENTH AFFIRMATIVE DEFENSES.

INTERROGATORY NO. 17: Please state the amount Plaintiff owes Defendant and every fact supporting any such claimed offset.

REQUEST FOR PRODUCTION NO. 21: Please produce every document or thing which evidences any fact you rely upon in support of your FIRST through TENTH AFFIRMATIVE DEFENSES.

REQUEST FOR PRODUCTION NO. 22: Please produce every document or thing evidencing the amount Plaintiff owes Defendant and every fact supporting any such claimed offset.

And despite the deadline for final supplementation of discovery responses being May 2 (35 days before the June 6 trial; Order Setting Trial, etc., November 23, 2015, para. 8(c)).

5. Defendant claims that it overpaid Plaintiff and that “equity requires” that these alleged overpayments be deducted from Plaintiff’s recovery. Defendant’s Memorandum, Section F. Defendant has not cited any legal theory or authority to support its novel claim, and none are known. If Plaintiff overpaid Defendant, it did so for its own good and sufficient reasons or

because of poor management, through no fault of Plaintiff. It is estopped to recover that money, which has been spent by Plaintiff due to his wholly reasonable “detrimental reliance.”

6. Defendant claims that it had to pay additional wages for staff to service Plaintiff’s contracts after he left, which should also be deducted from his recovery. Defendant’s Memorandum, Section G. Again, Defendant cites no legal theory or authority for its novel theory. Further, Defendant saved at least \$720 per month in Plaintiff’s ending base salary by having him gone.

7. Defendant claims that Plaintiff was not entitled to commissions on certain contracts because they were “renewal contracts” not “new contracts.” Defendant’s Memorandum, Section D. It has identified those as Contracts #14 and #16. It classifies them as “renewal” contracts based on them being with existing customers who had had advertising “up” within the last 6 months but not currently. This definition is inconsistent with Defendant’s definition given for “new” contracts in Defendant’s discovery responses, which is as follows:

New business contracts meant and means 1) a contract with a new customer to Canyon Outdoor Media or 2) were contracts with an existing customer of Canyon Outdoor resulting in additional revenues above the existing contract revenue amount with that customer.

Defendant’s Responses to Plaintiff’s First Set of Interrogatories, etc., served 10/27/15, p. 4, Answer to Interrogatory No. 3. Thus where a customer, say the City of Caldwell, had previously advertised with Defendant, it was “an existing customer.” When its previous contract had expired, it then had no “existing contract” with Defendant. Therefore, it had no “existing contract revenue amount,” and therefore any new revenue from that customer would be “additional revenues above the existing revenue amount with that customer.” Therefore, Contracts #14 and #16 procured by Plaintiff at a time when the City of Caldwell and the City of Meridian had no advertising up with Defendant are “new” contracts by Defendant’s own definition.

8. Even more compelling on the classification of Contracts #14 and #16 is this: Defendant admitted in discovery that they are both “new” contracts. Exhibit 1 hereto is the request for admission, along with the “Exhibit B” list, which includes #14 and #16, served September 28, 2015. Exhibit 2 is Defendant’s response served 10/27/15, which denies that Contracts #6 and #23 are “new” contracts but admits that #14 and #16 are “new” contracts.

9. Defendant asserts that it is entitled to recover commissions already paid to Plaintiff or awarded to him by the Court where Defendant’s contract with the customer had become

uncollectable. Defendant's Memorandum, Section B. There is no legal theory or authority provided in support of this novel claim, and none known. Defendant's claim is based on an alleged policy which went into effect on February 24, 2015, a mere 2 days before February 26, the date on which the Court has found that Plaintiff was converted from independent contractor to employee. Thus, according to Defendant, it is entitled to recover wages paid to its employee because of Defendant's own uncollectable (its own characterization) accounts. This is an unusual if not unprecedented stance for an employer to take. At the very least it fails to account for Defendant's mitigation of the alleged losses by re-renting billboards, which it has done.

10. At the same time that Defendant is arguing that Plaintiff is and always has been an independent contractor, it seeks to enforce its "policy change" with no evidence of a meeting of the minds on that. The Court's finding that Plaintiff was a contractor until February 26, 2015, means that the "policy change" purportedly implemented on February 24, 2015, is only effective against Plaintiff if he agreed to it. There is no evidence that he did. Further, there is no evidence that the "policy change" remained in effect after Plaintiff's "conversion" to "employee" status and can be applied now.

D. PLAINTIFF DISPUTES THE FACTS ALLEGED BY DEFENDANT.

Plaintiff disputes all of the facts asserted by Defendant in support of its motion for reconsideration, particularly absent a fair opportunity for discovery, and particularly in view of Defendant's sand-bagging in discovery and in the summary judgment proceeding.

CONCLUSION

Defendant is attempting to take another bite at the apple now that it has lost on summary judgment. Defendant apparently made a strategic decision on how to handle the summary judgment which did not work out. It is not fair to Plaintiff to relitigate the summary judgment, ignoring all of the procedural safeguards of that process, depriving Plaintiff of a fair opportunity to respond, and depriving him of due of process.

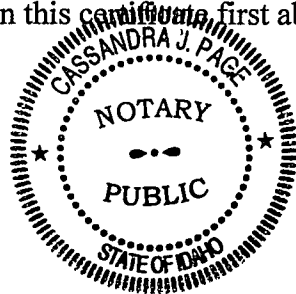
For the reasons stated, at least, Defendant's motion for reconsideration should be denied, in the exercise of the Court's sound discretion. This is particularly the case since the grounds asserted by Defendant are without merit, including its underlying claims for offset and recoupment.

DATED this 10th day of July, 2016.

DATED this 10th day of July, 2016.

STATE OF IDAHO)
)ss
County of Canyon)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



000408

CERTIFICATE OF SERVICE

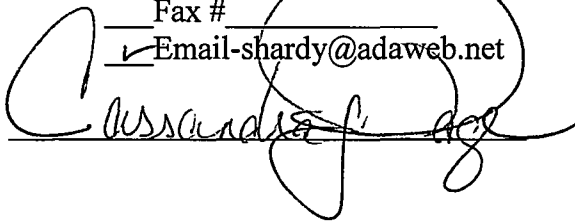
I, the undersigned, hereby certify that on the 8th day of July, 2016, a true and correct copy of the foregoing document was sent to the following by the method indicated:

Louis V. Spiker
WORST, FITZGERALD & STOVER, PLLC
3858 North Garden Center Way, Suite 200
P.O. Box 1544
Boise ID 83703
Attorney for Defendant

☐ Hand Delivered
☐ Regular Mail
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Hon. Samuel A. Hoagland
Ada County Courthouse
200 W. Front Street
Boise, Idaho 83702

☐ Hand Delivered
☐ Regular Mail
☐ Certified Mail-Receipt # _____
☐ Fax # _____
☒ Email-shardy@adaweb.net


Cassandra F. Shardy

REQUEST FOR PRODUCTION NO. 21: Please produce every document or thing which evidences any fact you rely upon in support of your FIRST through TENTH AFFIRMATIVE DEFENSES.

REQUEST FOR PRODUCTION NO. 22: Please produce every document or thing evidencing the amount Plaintiff owes Defendant and every fact supporting any such claimed offset.

REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 1: Please admit that all of the contracts listed in Exhibit A are contracts procured by Plaintiff with existing customers of Defendant and referred to within the business as "renewal" or "renewed" contracts.

REQUEST FOR ADMISSION NO. 2: Please admit that all of the contracts listed in Exhibit B are contracts procured by Plaintiff with existing customers of Defendant and referred to within the business as "new" contracts.

REQUEST FOR ADMISSION NO. 3: Please admit that at all relevant times until he resigned, Plaintiff was an employee of Defendant.

DATED this 28 day of SEPTEMBER, 2015.

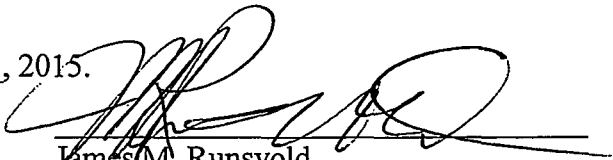

James M. Runsvold

Exhibit B
New Contracts

Contract #1:

- a. Advertiser: Capital Educators Credit Union
- b. Rental location: Sign 27RHR @ South Locust Grove @ Fairview Ave., Meridian
- c. Date of contracting: September 24, 2014
- d. Contract start date: November 1, 2014
- e. Contract end date: October 31, 2015

Contract #2:

- a. Advertiser: Capital Educators Credit Union
- b. Rental location: Sign 14LHR @ 1110 Caldwell Blvd-Nampa ID
- c. Date of contracting: October 28, 2014
- d. Contract start date: November 15, 2014
- e. Contract end date: November 14, 2015

Contract #3:

- a. Advertiser: Capital Educators Credit Union
- b. Rental location: Sign 30LHR @ 101000 Chinden Blvd, Boise
- c. Date of contracting: August 26, 2014
- d. Contract start date: November 1, 2014
- e. Contract end date: October 31, 2015

Contract #4:

- a. Advertiser: Idaho Bourbon Distillers
- b. Rental location: Sign 03RHR Victory Rd. Boise
- c. Date of contracting: January 15, 2015
- d. Contract start date: February 10, 2015
- e. Contract end date: January 9, 2016

Contract #5:

- a. Advertiser: Express Plumbing Service
- b. Rental location: Sign 05RHR @ 3207 Garrity Blvd, Nampa
- c. Date of contracting: February 16, 2015
- d. Contract start date: March 1, 2015
- e. Contract end date: February 29, 2016

Contract #6:

- a. Bank of the Cascades-Alice Rhoades TBD Agency for
- b. Rental location: Sign 07LHR @ 1636 Garrity Blvd., Nampa
- c. Date of contracting: April 2, 2014
- d. Contract start date: March 1, 2015
- e. Contract end date: February 29, 2016

Contract #7:

- a. Advertiser: Gentle Dental Care
- b. Rental location: Sign 08LHR @ 1116 Garrity Blvd, Nampa
- c. Date of contracting: February 24, 2015
- d. Contract start date: March 1, 2015
- e. Contract end date: February 29, 2016

Exhibit B
New Contracts

Contract #8:

- a. Advertiser: Gentle Dental Care
- b. Rental location: Sign 14LHR @ 1110 Caldwell, Nampa
- c. Date of contracting: February 24, 2015
- d. Contract start date: March 1, 2015
- e. Contract end date: February 29, 2016

Contract #9:

- a. Advertiser: Middle Creek Dental
- b. Rental location: Sign 13LHR @ 1420 Midland Rd., Nampa
- c. Date of contracting: October 16, 2014
- d. Contract start date: November 15, 2014
- e. Contract end date: May 14, 2015

Contract #10:

- a. Advertiser: Middle Creek Dental
- b. Rental location: Sign 13RHR @ 1420 Midland Rd., Nampa
- c. Date of contracting: October 16, 2014
- d. Contract start date: November 15, 2014
- e. Contract end date: May 14, 2015

Contract #11:

- a. Advertiser: Nampa Floors and Interiors
- b. Rental location: Sign 26 RHR Fairview and N. Locust Grove, Meridian
- c. Date of contracting: January 14, 2015
- d. Contract start date: February 1, 2015
- e. Contract end date: January 31, 2016

Contract #12:

- a. Advertiser: TVR Heating & Cooling
- b. Rental location: Sign 29LHR @ 9900 Chinden Blvd, Boise
- c. Date of contracting: September 2, 2014
- d. Contract start date: October 1, 2014
- e. Contract end date: September 30, 2015

Contract #13:

- a. Advertiser: Team Mazda Subaru
- b. Rental location: Sign 31LHR @ 1614 Karcher Road, Nampa
- c. Date of contracting: May 20, 2014
- d. Contract start date: July 1, 2014
- e. Contract end date: June 30, 2015

Contract #14:

- a. Advertiser: City of Caldwell (Communications ET AL)
- b. Rental location: Sign 31RHR @ 1614 Karcher Rd., Nampa
- c. Date of contracting: January 28, 2015
- d. Contract start date: April 15, 2015
- e. Contract end date: June 14, 2015

Exhibit B
New Contracts

Contract #15:

- a. Advertiser: City of Caldwell (Communications ET AL)
- b. Rental location: Sign 31RHR @ 1614 Karcher Rd., Nampa
- c. Date of contracting: January 28, 2015
- d. Contract start date: April 15, 2015
- e. Contract end date: June 14, 2015

Contract #16:

- a. Advertiser: City of Meridian (Communications ET AL)
- b. Rental location: Sign 25LHR @ 1515 E. Fairview Ave, Meridian
- c. Date of contracting: January 28, 2015
- d. Contract start date: April 14, 2015
- e. Contract end date: July 13, 2015

Contract #17:

- a. Advertiser: Aaron Tibble Law
- b. Rental location: Sign 22LHR @ 7800 W. State St, Boise
- c. Date of contracting: February 27, 2015
- d. Contract start date: March 16, 2015
- e. Contract end date: March 15, 2016

Contract #18:

- a. Advertiser: Mountain Home Music Festival Cappeli Miles for
- b. Rental location: Sign 25LHR @ 1515 E. Fairview Ave., Meridian
- c. Date of contracting: March 2, 2015
- d. Contract start date: March 15, 2015
- e. Contract end date: June 14, 2015

Contract #19:

- a. Advertiser: Idaho Wrecker Sales
- b. Rental location: Sign 02LHR @ Cole Road, Boise
- c. Date of contracting: March 9, 2015
- d. Contract start date: April 1, 2015
- e. Contract end date: September 30, 2015

Contract #20:

- a. Advertiser: Grimaldi's Pizzeria (The Media Den for)
- b. Rental location: Sign 04RHR @ Franklin & Black Cat, Boise
- c. Date of contracting: March 16, 2015
- d. Contract start date: April 1, 2015
- e. Contract end date: September 30, 2015

Contract #21:

- a. Advertiser: Grimaldi's Pizzeria (The Media Den for)
- b. Rental location: Sign 25RHR @ 1515 E. Fairview Ave, Meridian
- c. Date of contracting: March 16, 2015
- d. Contract start date: April 1, 2015
- e. Contract end date: September 30, 2015

Exhibit B
New Contracts

Contract #22:

- a. Advertiser: Grand Design Media Service for Subway
- b. Rental location: Sign 25LHR @ 1515 E. Fairview Ave, Meridian ID
- c. Date of contracting: February 10, 2015
- d. Contract start date: April 30, 2015
- e. Contract end date: May 30, 2015

Contract #23:

- a. Advertiser: Team Mazda Subaru (Prevedello Hettick Mktg Co for)
- b. Rental location: Sign 31LHR @ 1614 Karcher Road, Nampa
- c. Date of contracting: June 6, 2015
- d. Contract start date: July 1, 2015
- e. Contract end date: June 30, 2016

RESPONSE TO REQUEST FOR PRODUCTION NO. 21: Canyon Outdoor objects on the basis that this request is unduly burdensome. Without waiving the foregoing objection, Plaintiff is referred to Canyon Outdoor's Answer to Interrogatory No. 16.

REQUEST FOR PRODUCTION NO. 22: Please produce every document or thing evidencing the amount Plaintiff owes Defendant and every fact supporting any such claimed offset.

RESPONSE TO REQUEST FOR PRODUCTION NO. 22: Canyon Outdoor objects on the basis that this request is unduly burdensome. Without waiving the foregoing objection, Plaintiff is referred to Canyon Outdoor's Answer to Interrogatory No. 17.

REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 1: Please admit that all of the contracts listed in Exhibit A are contracts procured by Plaintiff with existing customers of Defendant and referred to within the business as "renewal" or "renewed" contracts.

RESPONSE TO REQUEST FOR ADMISSION NO. 1: Canyon Outdoor objects to this request on the grounds that the terms "renewal" or "renewed" are subject to multiple interpretations and is therefore ambiguous and on the grounds that the request is vague and calls for a legal conclusion. Canyon Outdoor objects on the basis that this request, as phrased, presents an inaccurate and unfair impression, inference or implication relative to the subject matters of the request and the subject matter of the above-entitled matter. Without waiving said objections, Canyon Outdoor admits only that the contracts listed in Exhibit A were contracts with Canyon Outdoor's existing customers that Plaintiff was involved in the renewal.

REQUEST FOR ADMISSION NO. 2: Please admit that all of the contracts listed in Exhibit B are contracts procured by Plaintiff with existing customers of Defendant and referred to within the business as "new" contracts.

RESPONSE TO REQUEST FOR ADMISSION NO. 2: Canyon Outdoor objects to this request on the grounds that it is subject to multiple interpretations and on the grounds that the request is vague and calls for a legal conclusion. Canyon Outdoor objects on the basis that this request, as phrased, presents an inaccurate and unfair impression, inference or implication relative to the subject matters of the request and the subject matter of the above-entitled matter.

Without waiving said objections, Canyon Outdoor Media admits only that, the with the exception of contracts #6 and #23, the contracts listed in Exhibit B were contracts with new customers to Canyon Outdoor or were contracts with an existing customer of Canyon Outdoor resulting in additional revenues above the existing contract revenue amount from that customer. Contract #6 was the renewal of an existing contract with an existing customer of Canyon Outdoor. Contract #23 was not obtained by the Plaintiff and was a renewal of Contract # 13 and cannot be considered a "new" contract or a contract for which Plaintiff was responsible for obtaining.

REQUEST FOR ADMISSION NO. 3: Please admit that at all relevant times until he resigned, Plaintiff was an employee of Defendant.

RESPONSE TO REQUEST FOR ADMISSION NO. 3: Canyon Outdoor objects on the basis that this request is undefined and ambiguous. Defendants object on the basis that this request, as phrased, presents an inaccurate and unfair impression, inference or implication relative to the subject matter of the above-entitled matter. Without waiving said objections, Canyon Outdoor admits only that from approximately March 9, 2015 to April 9, 2015 was Plaintiff classified as an employee of Canyon Outdoor Media.

DATED this 27th day of October, 2015.

WORST, FITZGERALD & STOVER, P.L.L.C.

By: Louis V. Spiker
Louis V. Spiker

Hoagland
Stephanie
Ed
7-19-16

RECEIVED
JUL 18 2016
ADA COUNTY CLERK

NO. _____ FILED
A.M. 10:55 P.M. _____

JUL 25 2016

CHRISTOPHER D. RICH, Clerk
By RIC NELSON
DEPUTY

JAMES M. RUNSVOLD ISB #2975
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave. Ste. C
Post Office Box 917
Caldwell, Idaho 83606
(208) 459-2610
Fax (208) 459-0288

Attorney for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,

Plaintiff,

vs.

CANYON OUTDOOR MEDIA, LLC,
an Idaho limited liability company,

Defendant.

Case No. CV-OC-2015-14630

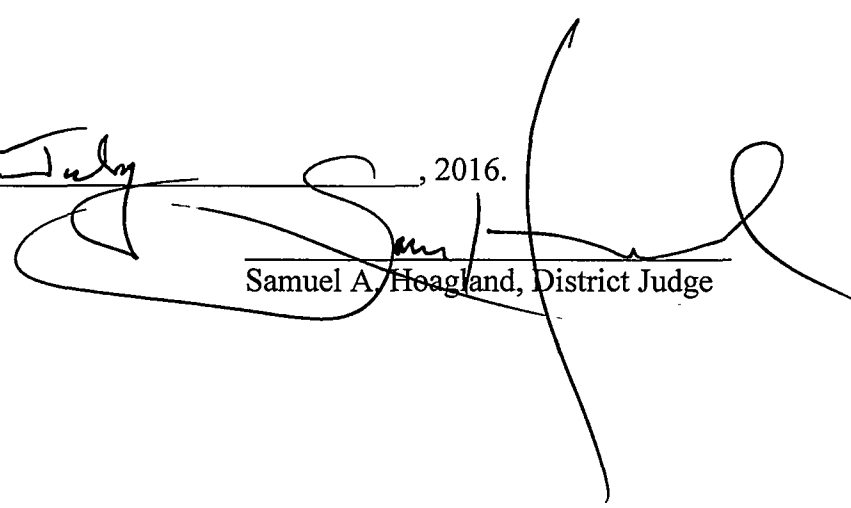
SECOND AMENDED JUDGMENT

JUDGMENT IS ENTERED AS FOLLOWS:

Plaintiff Allen G. Nettleton shall have and recover from Defendant Canyon Outdoor Media, LLC, damages of \$21,550.00, attorneys fees of \$22,646.25, and costs of \$698.80, for a total judgment of \$44,895.05 plus simple interest at the lawful rate of 5.625% per annum from the date hereof until paid.

IT IS SO ORDERED.

DATED this 22nd day of July, 2016.


Samuel A. Hoagland, District Judge

CERTIFICATE OF SERVICE

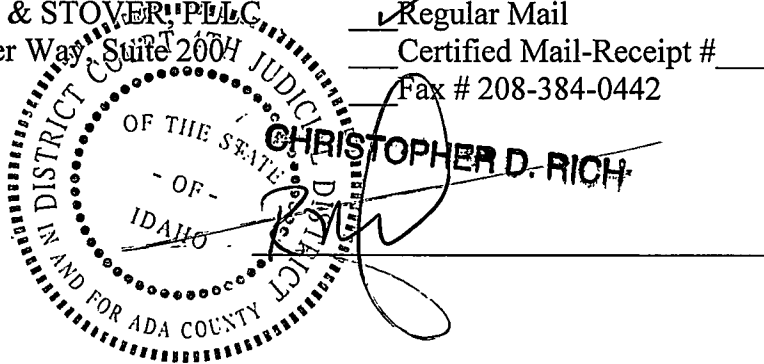
I, the undersigned, hereby certify that on the ____ day of JUL 25 2016, 2016, a true and correct copy of the foregoing document was sent to the following by the method indicated:

James M. Runsvold
RUNSVOLD LAW OFFICE, PLLC
P.O. Box 917
Caldwell, Idaho 83606
Attorney for Plaintiff

____ Hand Delivered
☒ Regular Mail
____ Certified Mail-Receipt # _____
____ Fax #459-0288

Louis V. Spiker
WORST, FITZGERALD & STOVER, PLLC
3858 North Garden Center Way Suite 200H
P.O. Box 1544
Boise ID 83703
Attorney for Defendant

____ Hand Delivered
☒ Regular Mail
____ Certified Mail-Receipt # _____
____ Fax # 208-384-0442



RECEIVED
JUL 13 2016
Ada County Clerk

NO. _____ FILED _____
A.M. _____ P.M. 2:52

AUG 02 2016

CHRISTOPHER D. RICH, Clerk
By STEPHANIE HARDY
DEPUTY

JAMES M. RUNSVOLD ISB #2975
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave. Ste. C
Post Office Box 917
Caldwell, Idaho 83606
(208) 459-2610
Fax (208) 459-0288

Attorney for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,	)	Case No. CV-OC-2015-14630
)	
Plaintiff,	)	ORDER ON POST-TRIAL
	)	MOTIONS
vs.)	
)	
CANYON OUTDOOR MEDIA, LLC,)	
an Idaho limited liability company,)	
)	
Defendant.)	

The Court being fully informed in the premises, various motions having come before the Court upon due notice on July 13, 2016, the parties appearing personally and through counsel, and good cause appearing therefor hereby ORDERS as follows:

1. Defendant's Motion for Reconsideration filed June 2, 2016, is DENIED.
2. Plaintiff's application for attorney's fees and costs filed May 23, 2016, is GRANTED.
3. Defendant's application for attorney's fees and costs filed June 1, 2016, is DENIED.
4. Plaintiff's attorney shall prepare a form of amended judgment consistent with the foregoing and current IRCP Rule 54.

IT IS SO ORDERED.

DATED this 25th day of July, 2016.


Samuel A. Hoagland, District Judge

CERTIFICATE OF SERVICE

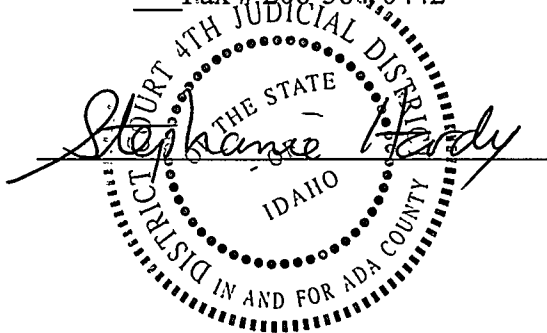
I, the undersigned, hereby certify that on the 3rd day of August, 2016, a true and correct copy of the foregoing document was sent to the following by the method indicated:

James M. Runsvold
RUNSVOLD LAW OFFICE, PLLC
P.O. Box 917
Caldwell, Idaho 83606
Attorney for Plaintiff

☐ Hand Delivered
☒ Regular Mail
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Louis V. Spiker
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3858 North Garden Center Way, Suite 200
P.O. Box 1544
Boise ID 83703
Attorney for Defendant

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☐ Fax # 208-384-0442



JEFFREY M. WILSON, ISB No. 1615
LOUIS V. SPIKER, ISB No. 8281
WORST, FITZGERALD & STOVER, PLLC
3858 N. Garden Center Way, Ste. 200
P.O. Box 1544
Boise, ID 83701
Telephone: 208-345-9100
Facsimile: 208-384-0442
Email: lvs@magicvalleylaw.com
Attorney for Plaintiff

NO. _____ FILED _____
A.M. _____ P.M. 415

AUG 10 2016

CHRISTOPHER D. RICH, Clerk
By AUSTIN LOWE
DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,

Plaintiff/Respondent,

v.

CANYON OUTDOOR MEDIA, LLC an
Idaho limited liability company,

Defendant/Appellant.

Case No. CV OC 1514630

NOTICE OF APPEAL

Category: L-4.
Fee: \$129.00

TO: THE ABOVE NAMED PLAINTIFF ALLEN G. NETTLETON AND HIS
ATTORNEY, JAMES M. RUNSVOLD, AND THE CLERK OF THE ABOVE ENTITLED
COURT.

NOTICE IS HEREBY GIVEN THAT:

1. The above named appellant, Canyon Outdoor Media, LLC, appeal against the
above named respondent to the Idaho Supreme Court from that certain Judgment entered on May
18, 2016, Amended Judgment entered on May 23, 2016, Second Amended Judgment entered on
July 25, 2016, and Order on Post-Trial Motions entered on August 2, 2016 in the above entitled

action, Honorable Samuel A. Hoagland presiding. Copies of the Judgment, Amended Judgment, Second Amended Judgment and Order on Post-Trial Motions are attached hereto as Exhibit A.

2. Appellants have a right to appeal to the Idaho Supreme Court, and the Judgment, Amended Judgment, Second Amended Judgment, and Order on Post-Trial Motions described in paragraph 1 above are appealable judgments and orders under and pursuant to Rule 11(a)(1) I.A.R.

3. A preliminary statement on appeal which the appellants intend to assert in the appeal; provided, any such list of issues on appeal shall not prevent the appellants from asserting other issues on appeal:

a. Whether the trial court erred in denying Defendant's *Motion for Summary Judgment*.

b. Whether the trial court erred in granting Plaintiff's *Cross Motion for Summary Judgment*;

c. Whether the trial court erred in denying Defendant's *Motion for Reconsideration*.

d. Whether the trial court erred in awarding Plaintiff attorney fees and costs.

e. Whether the trial court erred in denying the Defendant's request for attorney fees and costs.

4. An order has not been entered sealing any portion of the record.

5. Transcripts

a. Is reporter's transcript requested? Yes.

b. The appellants request the preparation of the following portions of the reporter's transcript in electronic format:

i. Hearing on April 6, 2016, on Motion for Summary Judgment.

1. Reporter: Christy Olesek

ii. Hearing on July 13, 2016 on Defendant's Motion to Reconsider &
Objection to Plaintiff Allen G. Nettleton's Memorandum of Attorney's
Fees & Costs.

1. Reporter: Christy Olesek

6. The appellant requests the following documents to be included in the clerk's
record in addition to those automatically included under Rule 28, I.A.R.:

- a. 02/29/2016 Motion for Summary Judgment
- b. 02/29/2016 Affidavit of Louis V. Spiker In Support of Motion For
Summary Judgment
- c. 02/29/2016 Declaration Filed of Curtis Massood In Support of Motion
For Summary Judgment
- d. 02/29/2016 Memorandum In Support of Motion For Summary
Judgment
- e. 03/09/2016 Cross-Motion For Summary Judgment
- f. 03/09/2016 Affidavit of Allen G Nettleton
- g. 03/09/2016 Affidavit of James M Runsvold
- h. 03/09/2016 Plaintiffs Summary Judgment Memorandum
- i. 03/14/2016 Affidavit of Susan A. Martin
- j. 03/16/2016 Notice of Service
- k. 03/23/2016 Response to Plaintiff's Motion For Summary Judgment
- l. 03/23/2016 Declaration filed of Curtis Massood
- m. 04/01/2016 Plaintiffs Reply Memorandum Supporting Plaintiffs
Motion for Summary Judgment

n.	04/04/2016	Notice of Service of Discovery Documents
o.	04/11/2016	Plaintiff's Supplemental Post-Argument Memorandum
p.	04/14/2016	Pre Trial Release Order
q.	04/18/2016	Verified Objection to Third-Party Subpoena and Motion to Quash Notice of Hearing
r.	04/18/2016	Motion to Shorten Time
s.	04/20/2016	Order to Shorten Time
t.	04/22/2016	Response to Verified Objection to Third-Party Subpoena and Motion to Quash
u.	05/03/2016	Order Denying Motion to Quash
v.	05/06/2016	Notice of Service
w.	05/12/2016	Affidavit of Service
x.	05/13/2016	Motion to Compel
y.	05/13/2016	Motion of Louis V. Spiker In Support of Motion to Compel
z.	05/13/2016	Motion for order to Shorten Time for Hearing
aa.	05/18/2016	Memorandum Decision and Order Re: Cross Motion for Summary Judgment
bb.	05/18/2016	Judgment
cc.	05/18/2016	Defendants Pre Trial Memorandum
dd.	05/20/2016	Response to Defendant's Motion to Compel Discovery
ee.	05/20/2016	Plaintiff's List of Trial Exhibits
ff.	05/20/2016	Plaintiff's Trial Witnesses
gg.	05/20/2016	Notice of Service of Discovery Documents
hh.	05/23/2016	Amended Judgment
ii.	05/23/2016	Verified Memorandum of Costs and fees

jj.	06/01/2016	Declaration filed of Curtis Massood In Support of Motion for Reconsideration
kk.	06/01/2016	Memorandum In Support of Motion for Reconsideration
ll.	06/01/2016	Objection to Plaintiff Allen G. Nettleton's Memorandum of Attorney's Fees & Costs
mm.	06/01/2016	Memorandum of Attorney's Fees & Cost
nn.	06/01/2016	Affidavit of Louis V. Spiker In Support of Memorandum of Attorney's Fees & Costs
oo.	06/02/2016	Motion to Reconsideration
pp.	06/06/2016	Verified Objection to Defendants Memorandum of Costs and Fees
qq.	06/30/2016	Supplemental Memorandum In Support of Motion for Reconsideration
rr.	07/08/2016	Response to Defendants Objection to Plaintiffs Attorney Fees and Costs
ss.	07/08/2016	Plaintiffs Verified Response to Defendants Motion for Reconsideration
tt.	07/25/2016	Second Amended Judgment
uu.	08/02/2016	Order on Post Trial Motions

7. I certify:

- (a) That a copy of this notice of appeal has been served on the reporters of whom a transcript has been requested.
- (b) That the clerk of the district court has been paid the estimated fee for preparation of the reporter's transcript.
- (c) That the estimated fee for preparation of the clerk's record has been paid.
- (d) That the appellate filing fee has been paid.
- (e) That service has been made upon all parties required to be served pursuant to Rule

DATED this 10th day of August, 2016.

WORST, FITZGERALD & STOVER, PLLC

By: Louis V. Spiker
LOUIS V. SPIKER
Attorneys for Appellant

CERTIFICATE OF SERVICE


I HEREBY CERTIFY that on this 10th day of August, 2016, I caused a true and correct copy of the foregoing **NOTICE OF APPEAL** to be served by the method indicated below, and addressed to the following:

James M. Runsvold
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave., Ste C
Post Office Box 917
Caldwell, ID 83606

☒ U.S. Mail, Postage Prepaid
☐ Hand Delivered
☐ Overnight Mail
☐ Facsimile

Trial Court Administrator Office
Attn: Christy Olesek
200 W. Front St.
Boise, ID 83702

☒ U.S. Mail, Postage Prepaid
☐ Hand Delivered
☐ Overnight Mail
☐ Facsimile



LOUIS V. SPIKER

EXHIBIT A

MAY 18 2016

CHRISTOPHER D. RICH, Clerk
By STEPHANIE HARDY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALAN G. NETTLETON,
Plaintiff,

vs.

CANYON OUTDOOR MEDIA, LLC, an
Idaho limited liability company,
Defendant.

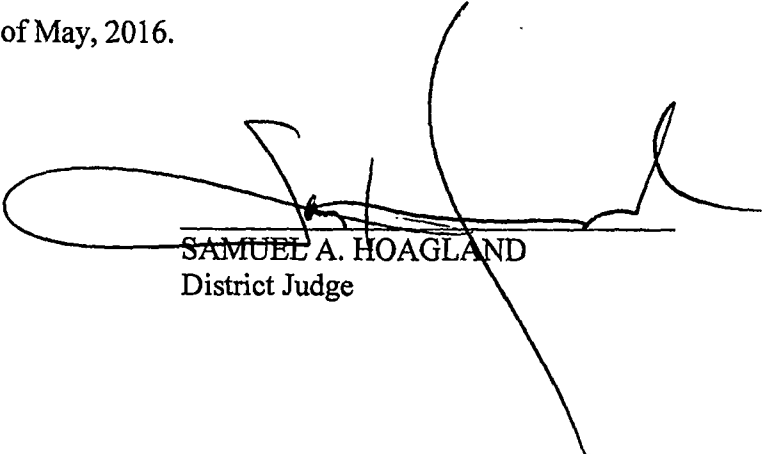
Case No. CV-OC-2015-14630

JUDGMENT

JUDGMENT IS ENTERED AS FOLLOWS:

Plaintiff Alan G. Nettleton shall have and recover a total amount of \$21,550.00 from Defendant Canyon Outdoor Media, LLC, plus interest at the lawful rate from the date hereof until paid in full. All upcoming hearings on pending Motions are hereby VACATED.

IT IS SO ORDERED this 12th day of May, 2016.


SAMUEL A. HOAGLAND
District Judge

CERTIFICATE OF MAILING

I hereby certify that on this 18 day of May, 2016, I mailed (served) a true and correct copy of the within instrument to:

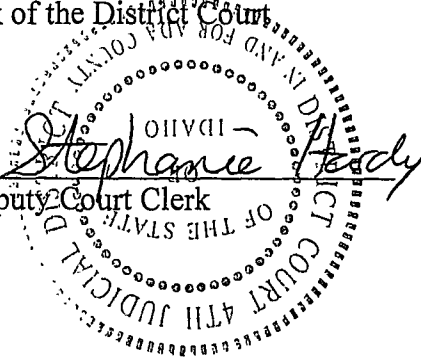
Mr. James Runsvold, *Esq.*
Runsvold Law Office, PLLC
PO Box 917
Caldwell, ID 83606

Mr. Louis Spiker, *Esq.*
Worst, Fitzgerald & Stover, PLLC
PO Box 1544
Boise, ID 83701

Christopher Rich
Clerk of the District Court

By

Stephanie Hardy
Deputy Court Clerk



MAY 23 2016

CHRISTOPHER D. RICH, Clerk
By STEPHEN E. HARDY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,
Plaintiff,

vs.

CANYON OUTDOOR MEDIA, LLC, an
Idaho limited liability company,
Defendant.

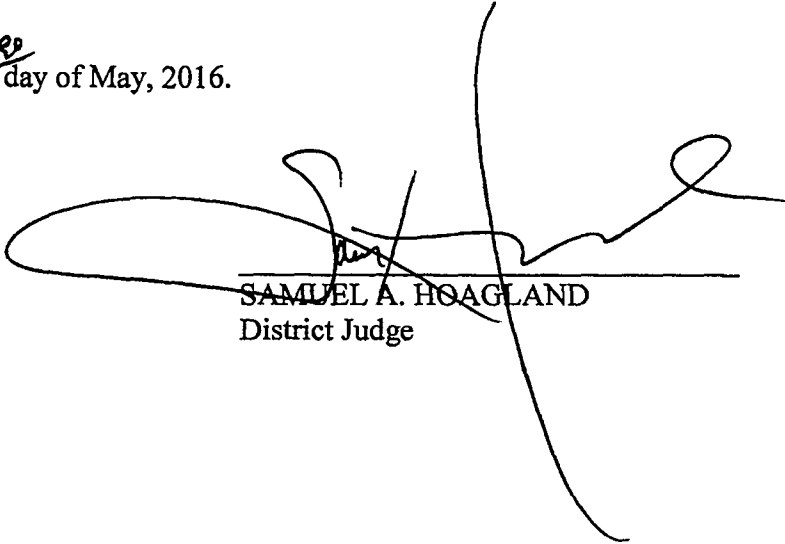
Case No. CV-OC-2015-14630

AMENDED JUDGMENT

JUDGMENT IS ENTERED AS FOLLOWS:

Plaintiff Allen G. Nettleton shall have and recover a total amount of \$21,550.00 from Defendant Canyon Outdoor Media, LLC, plus interest at the lawful rate from the date hereof until paid in full. All upcoming hearings on pending Motions are hereby VACATED.

IT IS SO ORDERED this 23RD day of May, 2016.



SAMUEL A. HOAGLAND
District Judge

CERTIFICATE OF MAILING

I hereby certify that on this 23rd day of May, 2016, I mailed (served) a true and correct copy of the within instrument to:

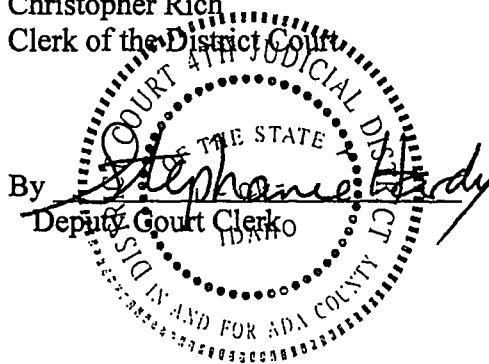
Mr. James Runsvold, *Esq.*
Runsvold Law Office, PLLC
PO Box 917
Caldwell, ID 83606

Mr. Louis Spiker, *Esq.*
Worst, Fitzgerald & Stover, PLLC
PO Box 1544
Boise, ID 83701

Christopher Rich
Clerk of the District Court

By

Stephane Hardy
Deputy Court Clerk



AUG 02 2016

CHRISTOPHER D. RICH, Clerk
By STEPHANIE HARDY
DEPUTY

JAMES M. RUNSVOLD ISB #2975
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave. Ste. C
Post Office Box 917
Caldwell, Idaho 83606
(208) 459-2610
Fax (208) 459-0288

Attorney for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,	)	Case No. CV-OC-2015-14630
)	
Plaintiff,	)	ORDER ON POST-TRIAL
	)	MOTIONS
vs.)	
)	
CANYON OUTDOOR MEDIA, LLC,)	
an Idaho limited liability company,)	
)	
Defendant.)	

The Court being fully informed in the premises, various motions having come before the Court upon due notice on July 13, 2016, the parties appearing personally and through counsel, and good cause appearing therefor hereby ORDERS as follows:

1. Defendant's Motion for Reconsideration filed June 2, 2016, is DENIED.
2. Plaintiff's application for attorney's fees and costs filed May 23, 2016, is GRANTED.
3. Defendant's application for attorney's fees and costs filed June 1, 2016, is DENIED.
4. Plaintiff's attorney shall prepare a form of amended judgment consistent with the foregoing and current IRCP Rule 54.

IT IS SO ORDERED.

DATED this 25th day of July, 2016.

SAMUELA HOAGLAND
Samuel A. Hoagland, District Judge

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the 3rd day of August, 2016, a true and correct copy of the foregoing document was sent to the following by the method indicated:

James M. Runsvold
RUNSVOLD LAW OFFICE, PLLC
P.O. Box 917
Caldwell, Idaho 83606
Attorney for Plaintiff

☐ Hand Delivered
☒ Regular Mail
☐ Certified Mail-Receipt # _____
☐ Fax #459-0288

Louis V. Spiker
WORST, FITZGERALD & STOVER, PLLC
3858 North Garden Center Way, Suite 200
P.O. Box 1544
Boise ID 83703
Attorney for Defendant

☐ Hand Delivered
☒ Regular Mail
☐ Certified Mail-Receipt # _____
☐ Fax # 208-384-0442


STEPHANIE HARDY


NO. _____
A.M. _____ P.M. _____

JUL 25 2016

CHRISTOPHER D. RICH, Clerk
By RIC NELSON
DEPUTY

JAMES M. RUNSVOLD ISB #2975
RUNSVOLD LAW OFFICE, PLLC
623 S. Kimball Ave. Ste. C
Post Office Box 917
Caldwell, Idaho 83606
(208) 459-2610
Fax (208) 459-0288

Attorney for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
IN THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,	)	Case No. CV-OC-2015-14630
)	
Plaintiff,	)	SECOND AMENDED JUDGMENT
)	
vs.)	
)	
CANYON OUTDOOR MEDIA, LLC,)	
an Idaho limited liability company,)	
)	
Defendant.)	

JUDGMENT IS ENTERED AS FOLLOWS:

Plaintiff Allen G. Nettleton shall have and recover from Defendant Canyon Outdoor Media, LLC, damages of \$21,550.00, attorneys fees of \$22,646.25, and costs of \$698.80, for a total judgment of \$44,895.05 plus simple interest at the lawful rate of 5.625% per annum from the date hereof until paid.

IT IS SO ORDERED.

DATED this _____ day of JUL 23 2016, 2016.

SAMUEL A. HOAGLAND
Samuel A. Hoagland, District Judge

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the ___ day of JUL 30 2016, 2016, a true and correct copy of the foregoing document was sent to the following by the method indicated:

James M. Runsvold
RUNSVOLD LAW OFFICE, PLLC
P.O. Box 917
Caldwell, Idaho 83606
Attorney for Plaintiff

___ Hand Delivered
☒ Regular Mail
___ Certified Mail-Receipt # _____
___ Fax #459-0288

Louis V. Spiker
WORST, FITZGERALD & STOVER, PLLC
3858 North Garden Center Way, Suite 200
P.O. Box 1544
Boise ID 83703
Attorney for Defendant

___ Hand Delivered
☒ Regular Mail
___ Certified Mail-Receipt # _____
___ Fax # 208-384-0442

CHRISTOPHER D. RICH

MICHAELSON

NO. _____
 FILED
 A.M. _____ P.M. 3:07

OCT 11 2016

CHRISTOPHER D. RICH, Clerk
 By KELLE WEGENER
 DEPUTY

To: Clerk of the Court
 Idaho Supreme Court
 451 West State Street
 (208) 334-2616

IN THE SUPREME COURT OF THE STATE OF IDAHO

----- Docket# ADA CVOC 1514630
)
 7 ALLEN G. NETTLETON)
 Plaintiff-Respondent,)
 8)
 vs.)
 9)
 CANYON OUTDOOR MEDIA, LLC,)
 10 Defendant-Appellant.)
 11 -----)

NOTICE OF TRANSCRIPT OF 74 PAGES LODGED

Appealed from the District Court of the Fourth Judicial
 District of the State of Idaho, in and for the County of
 Ada.
 Honorable Samuel Hoagland, District Court Judge

One volume contains:

4-6-16: Motion for Summary Judgement
 7-13-16: Defendant's Motion to Reconsider

Date: October 6, 2016

20 Christine A. Olesek, RPR
 21 Christine Anne Olesek, Official Court Reporter
 Official Court Reporter,
 22 Judge Samuel A. Hoagland
 Idaho Certified Shorthand Reporter No. SRL-1044
 23 Registered Professional Reporter

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,

Plaintiff-Respondent,

vs.

CANYON OUTDOOR MEDIA, LLC, an
Idaho limited liability company,

Defendant-Appellant.

Supreme Court Case No. 44416

CERTIFICATE OF EXHIBITS

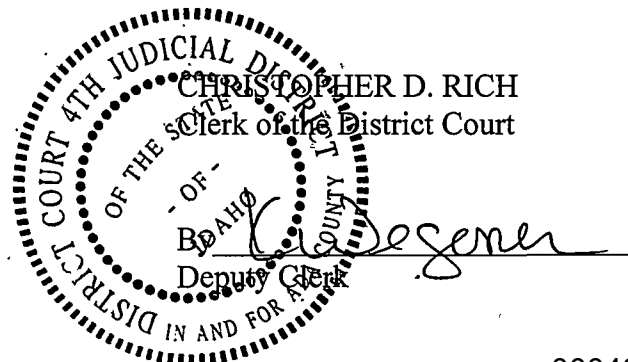
I, CHRISTOPHER D. RICH, Clerk of the District Court of the Fourth Judicial District of the State of Idaho in and for the County of Ada, do hereby certify:

There were no exhibits offered for identification or admitted into evidence during the course of this action.

I FURTHER CERTIFY, that the following documents will be submitted as EXHIBITS to the Record:

1. Exhibit C (DVD) attached to Declaration of Curtis Massood in Support of Motion for Summary Judgment filed February 29, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said Court this 12th day of September, 2016.



IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,

Plaintiff-Respondent,

vs.

CANYON OUTDOOR MEDIA, LLC, an
Idaho limited liability company,

Defendant-Appellant.

Supreme Court Case No. 44416

CERTIFICATE OF SERVICE

I, CHRISTOPHER D. RICH, the undersigned authority, do hereby certify that I have
personally served or mailed, by either United States Mail or Interdepartmental Mail, one copy of
the following:

CLERK'S RECORD AND REPORTER'S TRANSCRIPT

to each of the Attorneys of Record in this cause as follows:

LOUIS V. SPIKER

ATTORNEY FOR APPELLANT

BOISE, IDAHO

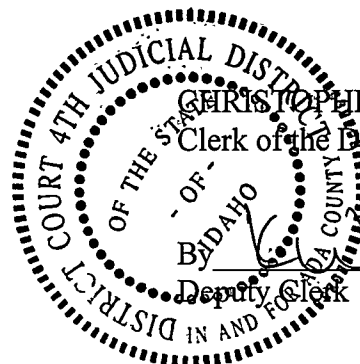
JAMES M. RUNSVOLD

ATTORNEY FOR RESPONDENT

CALDWELL, IDAHO

Date of Service: OCT 12 2016

CHRISTOPHER D. RICH
Clerk of the District Court
By [Signature]
Deputy Clerk



CERTIFICATE OF SERVICE

000439

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

ALLEN G. NETTLETON,

Plaintiff-Respondent,

vs.

CANYON OUTDOOR MEDIA, LLC, an
Idaho limited liability company,

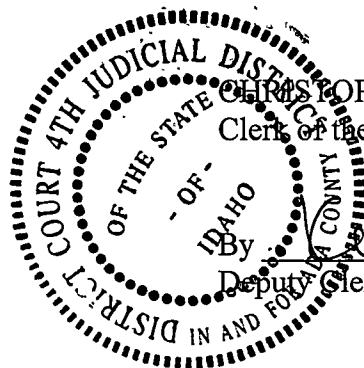
Defendant-Appellant.

Supreme Court Case No. 44416

CERTIFICATE TO RECORD

I, CHRISTOPHER D. RICH, Clerk of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Ada, do hereby certify that the above and foregoing record in the above-entitled cause was compiled under my direction and is a true and correct record of the pleadings and documents that are automatically required under Rule 28 of the Idaho Appellate Rules, as well as those requested by Counsel.

I FURTHER CERTIFY, that the Notice of Appeal was filed in the District Court on the 10th day of August, 2016.



CHRISTOPHER D. RICH
Clerk of the District Court

By: *[Signature]*
Deputy Clerk

CERTIFICATE TO RECORD

000440